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Printed for the use of the Foreign Office. *August* 1893.

CONFIDENTIAL.

(6383.)

S 1321

MEMORANDUM ON LAND CLAIMS

IN THE

BRITISH CENTRAL AFRICA PROTECTORATE.

[In continuation of Confidential Paper No. 6342.]

[WITH ANNEXES.]

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Printed for the use of the Foreign Office. August 1893.

CONFIDENTIAL.

Memorandum on Land Claims in the British Central Africa Protectorate.

[In continuation of Confidential Paper No. 6342.]

To Company, May 16, 1893
Company, June 2, 1893.
To Company, June 8, 1893.
Company, June 14, 1893.
To Company, June 22, 1893.

THE Memorandum of the 5th May, 1893 (Confidential No. 6342) showed the position of Her Majesty's Commissioner towards the South Africa Company both within and without the British Protectorate; explained the principles on which he acts in giving leases of land; and gave Tables showing respectively the land claims recognized, rejected, and unsettled within the Protectorate, so far as then reported home.

It also gave the evidence on which certain claims of the Central African and Zoutspansberg Exploration Company within the Protectorate were considered invalid.

The Company were informed of, and accepted, the decision. Their claim to a lease offered them by Mr. Johnston has been suspended, to enable us to examine the powers which Mr. Johnston himself possesses to grant such leases, and to consider the general question of the disposal of the land within the Protectorate.

The letter of the 29th April, 1893, from the Colonial Office, printed as Annex 1 to this Memorandum, contains valuable information as to their methods of dealing with such questions in the British Colonies and Protectorates immediately south of the Zambesi, which are considered to form the closest analogy to the subject at issue.

It will be seen that in Mashonaland and the Bechuanaland Protectorate the Crown makes no claim to the ownership of the land, which is regarded as being still vested in the Chiefs and tribes, except in so far as it has been duly alienated to grantees or concessionnaires. All that the Crown claims as the Protecting Power is to investigate and recognize or disallow the grant by the Chiefs and tribes of concessions and possibly minor grants.

On the other hand, in the Crown Colony of British Bechuanaland, the Crown is regarded as

having, by the Act of Annexation of 1885, become the supreme owner of the soil, and the duty of allotting land was intrusted by law to the Governor.

It is with the former of these two systems that we have to deal, and it will be apparent that, under it, Mr. Johnston has no rights to the land except in so far as he has obtained it prior to other persons by some form of deed which will bear investigation.

It is the more necessary to settle his title without further delay, as it is in contemplation (see Annex 2) to make over the whole of the Crown lands in the Protectorate to the British South South Africa Company, in return for considerations set forth in the draft Articles given in the Annex.

The collection of documents contained in Annex 3 gives Mr. Johnston's title-deeds so far as we know them. The list of Treaties there given as made on behalf of Her Majesty's Government has been revised by Mr. Sclater, R.E., who has recently returned to this country from official service in the Protectorate.

It will be convenient to reprint here the following quotation from Mr. Johnston's despatch No. 39 of the 13th October, 1892, extracted from the Memorandum of the 5th May, 1893 :—

(Mr. Sclater's notes have been slightly altered by him according to his latest information.)

"The lands which actually belong to the Crown in the Nyassaland Protectorate are as follows :—

	£	Note by Mr. Sclater, R.E.
Lower Shiré District—		
1,152,000 acres (about), worth, say	14,000	Acquired by Treaty and purchase from Chiefs Machinjiri and Makangu, July 21, 1891.
Ruo District—		
About 6 acres at Tshiromo, worth about ..	60	Exchange for 25 acres of land at Milanji with African Lakes Company.
Milanji District—		
173,000 acres (about), worth, say	8,000	Treaty with Chipoka, made by Buchanan, August 14, 1890.
Blantyre District—		
About 11 acres, worth about	65	Purchased from native Chief Kumtagia.
Zomba District—		
About 200 acres, worth, say	200	Grounds of Consulate purchased from Buchanan.
Upper Shiré District—		
97,000 acres (about), worth, say	1,200	Land round Fort Johnston, ceded by Mponda and Seraphi, after war in November 1891.
South Nyasa District—		
About 9,200 acres, worth, say	114	Land round Monkey Bay and Livinstonia.
Total value at present date of Crown lands ..	23,639	

Total acreage of Crown lands (October 1892) = 1,431,417 acres."

A copy of the Act of Cession in the Lower Shiré District is given at p. 22 of Annex 3. It appears, with the reservation it contains as to existing rights

of third parties, to be a sufficient title. The extent is 1,152,000 acres, valued at 14,000*l.*

We have not got any deeds for the six acres in the Ruo District, but, in the present relations of the South Africa and the Lakes Companies there are not likely to be any difficulties there.

The Treaty with Chipoka (or Tshipoka) given by Mr. Sclater as the title to the Milanji District has not been sent home, so we cannot check it. It deals with 173,000 acres, value 8,000*l.*

The deed of purchase alluded to under the Blantyre heading is given in No. 74, p. 30 of Annex 3.

The title-deeds of the Zomba purchase of 200 acres from Mr. Buchanan have not been sent home. They will presumably be valid, and be in the Zomba archives.

The Upper Shiré District is claimed under cessions made by Mponda and Seraphi (or Zaraphi). These Treaties will be found at pp. 24 and 25 of Annex 3, and are dated October and November 1891.

Mponda's distinctly reserves "the proprietary rights to the soil." Zaraphi's impliedly reserves certain portions of it, as it states that "the waste lands . . . . . are the property of Her Majesty the Queen, to be disposed of as shall seem good to Her Majesty's Government." The land at issue is put at about 97,000 acres, of the value of 1,200*l.*

The claim to the South Nyasa District is based on Mponda's cession of proprietary rights, given in No. 69, p. 26 of Annex 3. The extent is 9,200 acres, value 114*l.*

In addition to these districts which Mr. Johnston claims as Crown property, he states that "the Crown has acquired rights of pre-emption over the greater part of the lands in the Shiré Province which remain in the hands of the natives."

There is nothing definite in any of the Treaties to justify this claim, except Nos. 76, 77, 78, and 79, but I understand from Mr. Sclater that Mr. Johnston bases it on the 3rd Article of the model form of Treaty which binds the Chief not to "cede any of his territory to any other Power, or enter into any Agreement, Treaty, or Arrangement with any foreign Government, except through the consent of Her Majesty's Government." The point requires elucidation.

No. 39, October 13, 1892.

Mr. Johnston reported, in October last, that he was well advanced with the land claims in the Zomba, Blantyre, West Shiré, Upper Shiré and South Nyasa Districts, of the Shiré Province, and

the land claims in West Nyasa, North Nyasa, the Nyasa-Tanganyika plateau, so that we may hope to receive a report on them at any time now.

No doubt it will deal with the claims of the Missionary Societies, who are likely to say a good deal about the new arrangement with the South Africa Company, if it is carried out.

See "Life and Work in British Central Africa" for April, 1893.

As regards the South Africa Company's Treaties north of the Zambesi, and the Wiese Concessions, which are printed in Annex 3, we have reason to believe that the latter will shortly be absorbed by the Company, as the result of negotiations now going on.

Mr. Cawston, July 11, 1893.

It will be seen that the Company's Treaties are of three kinds. Those made by Mr. Thomson and Mr. Wilson give no power of Government or Administration; they place the Chiefs "irrevocably under the Protectorate of Great Britain." That with the Barotse distinctly precludes the exercise of such powers. Mr. Sharpe's Treaties confer some powers of interference in administration, and provide for a Resident. They may consequently be such as are contemplated in Articles 3 and 4 of the Company's Charter. Two of them, however, are only mining Concessions.

Sir P. Anderson to Mr. Cawston, March 28, 1893.

We are expecting a map from Mr. Cawston, showing the ground covered by these several Treaties of the South Africa Company.

C. Ll. H.

August 11, 1893.

ANNEX I.

Colonial Office Methods of dealing with Land in Bechuanaland and Mashonaland.

ANNEX I.

Colonial Office to Foreign Office.—(*Received May* 1.)

Sir, *Downing Street, April* 29, 1893.

I HAVE laid before the Marquis of Ripon your letter of the 1st March, inclosing despatches from Her Majesty's Commissioner in British Central Africa, describing his efforts to arrive at a settlement of land claims in that country, and inviting his Lordship to express his views on these despatches, and to supply Lord Rosebery with information relating to the sale of Crown land and other matters relating thereto in Mashonaland and Bechuanaland, by which latter is probably meant the Bechuanaland Protectorate south of the Zambesi and north of the Molopo River.

As regards Mashonaland, I am to explain that the British Crown claims no land in the country. The British South Africa Company, however, have certain land rights there as purchasers of a Concession from Lo Bengula to one Edward A. Lippert, of which a copy is inclosed.* The principles on which the Company are settling the lands thus obtained are set forth in the Supplementary Report of their proceedings from 1889 to 1892, pp. 24-26, which the Directors laid before the shareholders at the General Meeting held on the 29th November, 1892. Copies of this Report are no doubt on record at the Foreign Office.

As regards the Bechuanaland Protectorate, I am to explain that there also the Crown makes no claim to the ownership of the land, which is regarded as being still vested in the Chiefs and tribes, except in so far as it has been duly alienated to grantees or concessionnaires. All that the Crown claims as the Protecting Power, is to investigate and recognize or disallow the grant by the Chiefs and tribes of "Concessions," and possibly minor grants. All these existing claims are now about to be made the subject of inquiry by a special Commission of Inquiry. I am to inclose a legislative Proclamation constituting this Court, together with a copy of the final instructions which, with the approval of Her Majesty's Government, have been issued to the members by the High Commissioner.†

As regards the Crown Colony of British Bechuanaland lying north of the Cape Colony and south of the Molopo River, I am to explain that by the Act of Annexation which took place in 1885, the Crown is regarded as having become the supreme owner of the soil, and the duty of allotting land was intrusted by law to the Governor. For the purpose of settling the land question, and advising on the issue of titles to existing occupants of land native and European, a Land Commission was appointed, and its proceedings and recommendations will be found recorded in the accompanying Parliamentary Paper.‡ The system recommended by the Commission has been substantially adopted, except that in many cases the land has been sold in large blocks by private bargain instead of by auction. The conditions of tenure for grantees of European origin, which is the quit-rent tenure so general in South Africa, are set forth in the certificate of occupation, printed at pp. 4 and 5 of the Parliamentary Paper,§ and more fully in the draft forms of title contained at p. 2 of the inclosed number of the "British Bechuanaland Government Gazette," of the 20th June, 1887.‖ The scale of fees for registration and transfer are the same in British Bechuanaland as in the Cape Colony, and are set forth in the inclosed Table.

I am to observe that the whole system of land tenure and registration of title in British Bechuanaland, is based on the Roman Dutch law, and various Statutes of the Cape Colony which are in force in Bechuanaland, and that without a knowledge of these laws it would be difficult to transplant the Bechuanaland system to a new region.

The tenure of lands set aside for native reserves is regulated by a Legislative Proclamation, No. 62 of 1887, of which a copy will be found in the inclosed volume.¶

As regards Mr. Johnston's position and proceedings generally, Lord Ripon notes that he considers that he and his predecessor have acquired for the Crown by Treaty, a real estate in the Protectorate, portions of which they are in a position to grant out in fee-simple and otherwise deal with. Without seeing the text of these Treaties, Lord Ripon can, of course, form no opinion as to whether they amount to such a transfer of the rights

* Inclosures 1-4. † Inclosures 4-8. ‡ Inclosure 9. § Inclosure 10.
‖ Inclosure 11. ¶ Inclosure 12.

of the natives in the soil as would entitle the Crown to grant the land out to third parties in fee-simple or for any less estate; but he suggests that it would be well that this matter should be carefully considered by the Legal Advisers of the Foreign Office, in view of the possibility of grantees being disturbed by native claimants who may not consider that they had divested themselves of all rights in the soil. No doubt also the forms of legal instruments which Mr. Johnston has devised, will be considered in the same way and any amendments which may be thought necessary, will be suggested to him.

I am, &c.
(Signed) EDWARD FAIRFIELD.

Inclosure 1.

Governor Sir H. Loch to Lord Knutsford.

My Lord, *Government House, Cape Town, December* 16, 1891.

I HAVE the honour to inclose, for your Lordship's information, a copy of a letter which I have received from the Secretary to the British South Africa Company, covering a copy of a Concession obtained from the Chief, Lo Bengula, by E. Lippert, to which the British South Africa Company have no objection to offer.

As it is important that the land question should be placed on a legal basis, and as Mr. Moffat certifies to the fact that the document is a full and exact expression of the wishes of the Chief, Lo Bengula, I shall be glad if your Lordship can notify your approval of this Concession by cable.

I have, &c.
(Signed) HENRY B. LOCH.

Inclosure 2.

British South Africa Company to Imperial Secretary, Cape Town.

British South Africa Company, Cape Town, December 14, 1891.

Sir,

I AM instructed to state, for the information of his Excellency the High Commissioner, that the Managing Director has perused the Concession granted by Lo Bengula to Edward Lippert on the 17th November, 1891, empowering him, subject to certain payments, to lay out, grant or lease farms, townships, building plots, and grazing areas, and generally to deal with the unoccupied lands within the Kingdom of Lo Bengula, for the full term of 100 years, and that on behalf of this Company Mr. Rhodes has no objection to offer to the said Concession being ratified by his Excellency the High Commissioner

I have, &c.
(Signed) H. CURREY, *Acting Secretary.*

Inclosure 3.

Concession.

To all to whom these presents shall come, I, Lo Bengula, King of the Amandabele nation, and of the Makalaka, Mashona, and surrounding territories, send greeting.

WHEREAS I have granted a Concession in respect of mineral rights, and the rights incidental to mining only, and whereas my absolute power as paramount King to allow persons to occupy land in my kingdom, and to levy and collect taxes thereon, has been successfully established, and whereas seeing that large numbers of white people are coming into my territories, and it is desirable I should assign land to them, and whereas it is desirable that I should once and for all appoint some person to act for me in these respects:

Now, therefore, and in consideration of the payment of 1,000*l.* having been made to me to-day, I do hereby grant to Edward Amandus Lippert, and to his heirs, executors, assigns, and substitutes, absolutely, subject only to the annual sum of 500*l.* being paid

to me or to my successors in office, in quarterly instalments, in lieu of rates, rents, and taxes, the following rights and privileges, namely:—

The sole and exclusive right, power, and privilege for the full term of 100 years, to lay out, grant, or lease, for such periods as he may think fit, farms, townships, building plots, and grazing areas, to impose and levy rents, licences, and taxes thereon, and to get in, collect, and receive the same for his own benefit; to give and grant certificates in my name for the occupation of any farms, townships, building plots, and grazing areas; to commence and prosecute, and also to defend in any competent Court, in Africa or elsewhere, either in my name or in his own name, all such actions, suits, and other proceedings as he may deem necessary for establishing, maintaining, or defending the said rights, powers, and privileges, hereby conferred; provided always that the said rights and privileges, shall only extend and apply to all such territories as now are, or may hereafter be occupied by, or be under the sphere of operations of the British South Africa Company, their successors, or any person or persons holding from or under them, and provided that from the rights granted by these presents are excluded only the grazing of such cattle, the inclosing of such land, and the erection of such buildings and machinery as are strictly required for the exercise of the mineral rights now held by the British South Africa Company under the said Concession.

The powers granted to E. Ramsay Renny-Tailyour, under date of the 22nd April, 1891, are hereby withdrawn and cancelled in so far as they are in conflict with these presents.

Given under my seal at Umutcha, this 17th day of November, 1891.

(Signed) LO BENGULA.
(Elephant seal.)

Witnesses:
(Signed) E. R. RENNY-TAILYOUR.
JAMES RILEY.
JAMES FAIRBAIRN.
JAMES UMKISA, his × mark.

(Signed) ED. A. LIPPERT.

I hereby certify that the above document has been fully interpreted and explained to the King Lo Bengula and to his Indunas, according to the established usages of the nation.

(Signed) C. M. ACUTT, *Interpreter.*

(Signed) W. J. TAINTON, *Interpreter.*

There were present at the discussion of the above grant besides the King Lo Bengula, Umhlaba (the Regent), Umlagela, Gambo, Umjana, Lutuli, all Indunas; and of Europeans, Mr. Moffat, Tainton (interpreter), Ed. Lippert, E. R. Renny-Tailyour, James Reilly, C. M. Acutt (interpreter), and James Umkisa (servant).

(Signed) ED. LIPPERT.

I certify that this document is a full and exact expression of the wishes of the Chief Lo Bengula and his principal Indunas, and that I sign this in accordance with the wish of the Chief.

(Signed) J. S. MOFFAT, *Assistant Commissioner.*

Inclosure 4.

Governor Sir H. Loch to the Marquis of Ripon.

My Lord, *Government House, Cape Town, January* 24, 1893.

I HAVE the honour to inclose twenty-five copies of a Proclamation which I have issued establishing a Concessions Commission for the Bechuanaland Protectorate, and twenty-five copies of a Government Notice appointing the members of the Commission.

As some alleged concessionnaires may be resident in England, I think it is desirable that publicity should be given to the Proclamation there in such manner as your Lordship may direct, and when the Notice *re* dates and places of meeting of the Commission contemplated by my instructions is issued by Mr. Surmon, I shall at once send copies for the like purpose.

I have, &c.
(Signed) HENRY B. LOCH.

Inclosure 5.

Bechuanaland Protectorate.

Proclamation by his Excellency Sir Henry Brougham Loch, Knight Grand Cross of the Most Honourable Order of the Bath, Knight Grand Cross of the Most Distinguished Order of St. Michael and St. George, Governor and Commander-in-chief of Her Majesty's Colony of the Cape of Good Hope in South Africa, and of the Territories and Dependencies thereof, Governor of the Territory of British Bechuanaland, and Her Majesty's High Commissioner for South Africa, &c.

WHEREAS it is expedient to appoint a Commission to inquire into and report upon certain alleged land grants and mineral and other Concessions claimed in the Bechuanaland Protectorate:

Now, therefore, under and by virtue of the powers, authorities, and jurisdictions vested in and conferred upon me, I do hereby proclaim, declare, and make known, as follows:—

1. A Commission shall be constituted, to be styled "The Concession Commission for the Bechuanaland Protectorate," which shall be composed of a President, two Commissioners, and a Secretary, to be appointed by the High Commissioner, by Government Notice in the "Government Gazette" of the Colony of the Cape of Good Hope.

2. Any change in the person of the President, either Commissioner or the Secretary shall be notified in like manner.

3. The Commission shall have power and authority from time to time, and at one or more meetings or sittings, or adjourned meetings or sittings, to inquire into and report upon alleged land grants and mineral or other Concessions claimed in respect of any part of the territories, exclusive of the Tati district, which are included under section 3 of my Proclamation of date the 27th day of September, 1892.

4. The powers and authorities conferred upon the Commission by this Proclamation shall be exercised, such inquiry as aforesaid shall be pursued, and such report as aforesaid shall be made within or during such time, subject to such conditions and in accordance with such directions and instructions as may be defined by law or by the terms of any commission or letter of instructions given or granted from time to time to the President by the High Commissioner.

5. All proceedings before or by the Commission shall be subject to such rules of procedure or practice as may be not inconsistent with the law of the Colony of the Cape of Good Hope, or to such rules and practice as may be laid down or decided upon by the Commission.

6. The Commission shall, by Notices signed by the Secretary, and published in the "Government Gazette" of the Colony of the Cape of Good Hope and of British Bechuanaland, prescribe the period within which claims must be filed with the Secretary, and also the time and place of the first meeting or sitting of the Commission for the hearing of claims and with regard to further or adjourned meetings or sittings, such notice shall be given in manner aforesaid, or otherwise as the Commission shall direct.

7. No claim not duly filed within the period aforesaid, or such further period as the Commission may allow by like Notice, shall be entertained, or shall thereafter be recognized as of any validity, save by special permission of the High Commissioner.

8. The Commission shall cause sufficient Notices to be given from time to time to any native Chief or other person interested in the inquiry into any claim, and such Notices shall be given either by personal service or by publication in one or more of the Government Gazettes aforesaid, or otherwise as the Commission may direct.

9. The claimant, and by special leave of the Commission, any native Chief or other person interested as aforesaid, may, at the inquiry into any claim appear personally or by counsel, attorney, or agent authorized in writing, and may produce evidence before the Commission in connection with such inquiry, subject to such rules of procedure and practice as aforesaid.

10. The Commission may grant, at the instance of a claimant or any native Chief or interested person, or may issue for the purposes of any inquiry, subpœnas, or summonses calling upon any person to appear and testify before the Commission concerning any claim being the subject of inquiry, and all persons shall be bound and obliged duly to conform to and obey all summonses or orders under the hand of the Secretary acting with the authority of the Commission, whether such summons or order be issued for the purpose of calling any such person to give evidence or for the furtherance of any other purpose within the scope of the powers and authorities conferred upon the Commission.

11. The penalty for wilful default in complying with any such summons or order as aforesaid shall be by way of summary fine in any sum which the Commission may assess, or by way of summary attachment and imprisonment for contempt for any term not exceeding twelve months, or by way of both such fine and imprisonment.

12. For the purposes of the last preceding section, the Commission shall be clothed with all powers conferred by the law of the Colony of the Cape of Good Hope on the Supreme Court.

13. For the purpose of proceeding to take any of the evidence in connection with any inquiry, the President or one Commissioner with the Secretary, or his *locum tenens*, shall form a quorum, with all the powers in that behalf hereby conferred.

14. The Commission shall have power to administer an oath to any witness, but may in its discretion admit affidavits or take an oral statement in lieu of evidence upon oath from any witness, but all witnesses, whether testifying on oath or not shall be liable for false testimony to prosecution before any Court having jurisdiction, and on conviction to the punishment provided for the crime of perjury.

15. Notes of the evidence taken in connection with every claim shall be duly recorded and preserved.

GOD SAVE THE QUEEN.

Given under my hand and seal this 10th day of January, 1893.

(Signed) HENRY B. LOCH,
High Commissioner.

By command of his Excellency the High Commissioner,

(Signed) GRAHAM BOWER,
Imperial Secretary.

Inclosure 6.

Notice.

HIS Excellency the High Commissioner has been pleased, in accordance with section 1 of his Proclamation of the 10th January, 1893, to make the following appointments to "The Concession Commission for the Bechuanaland Protectorate":—

W. H. Surmon, Esq., to be President of the said Commission.

J. Vincent, Esq., and Major F. W. Panzera, to be Commissioners.

J. Anchitel Ashburnham, Esq., to be Secretary to the Commission.

By order of his Excellency the High Commissioner,

(Signed) GRAHAM BOWER,
Imperial Secretary

Government House, Cape Town, January 16, 1893.

Inclosure 7.

Governor Sir H. Loch to the Marquis of Ripon.

(Confidential.)

Government House, Cape Town, January 24, 1893.

My Lord,

I HAVE the honour to inclose, for your Lordship's information, a copy of the Confidential instructions issued to Mr. Surmon, the President of the Bechuanaland Concessions Commission.

I have, &c.

(Signed) HENRY B. LOCH.

Inclosure 8.

Governor Sir H. Loch to Mr. Surmon.

Government House, Cape Town, January 20, 1893.

Sir,

I HAVE the honour to inform you that Her Majesty's Government has decided to appoint a Commission to inquire into and report upon alleged land grants and mineral and other Concessions claimed by Europeans in the Bechuanaland Protectorate.

The Commission will be composed of yourself as President, two Commissioners, and a Secretary. Mr. J. Vincent and Major Panzera have been nominated Commissioners, and Mr. J. A. Ashburnham, Secretary.

Your inquiries will not extend into any territory that is under the direct administration of the British South Africa Company, or into the Tati district.

You will give notice in the Government Gazettes of the Cape Colony and British Bechuanaland, and in such other ways as you may deem expedient, of the date up to which claims may be filed with the Secretary of the Commission, and of the times and places of its sitting.

In considering claims and framing recommendations, the Commission should be guided, as far as possible, by the following Rules:—

1. Grants or leases of lands and Concessions of any kind made, or purporting to be made, by the Chief alone, without the express consent of his tribe or Council, ought not to be recommended for recognition as valid, according to Bechuana law.

2. Titles granted by one Chief to land in the occupation of another Chief, ought not, as a general rule, to be recommended to be held as valid, without the express concurrence of the latter.

3. In considering the question of *de facto* sovereignty, in cases of conflicting grants or Concessions in territory claimed by two independent Chiefs, and either left vacant as a neutral zone, or partially occupied by the serfs or cattle herds of either or both of such Chiefs, the Commissiou should take into account not merely such partial occupation, but also rights of conquest, relative military strength, and the power of either Chiefs to exercise dominion over such territory without European assistance, at the time when such grants or Concessions were made.

4. No grant, lease, or Concession, should be recommended for recognition as valid which, in the opinion of the Commission, has been obtained by fraudulent or otherwise improper means, or for which valuable consideration has not been given, or of which the conditions have not been fulfilled.

5. In cases in which grants or Concessions, otherwise valid, overlap, the Commission will be at liberty, after recording the evidence, to make special recommendations on the basis of compromise or otherwise.

6. If a paramount Chief has made an alleged grant or Concession of the land or rights of a petty Chief, over whom he exercises merely a nominal suzerainty without receiving tribute, such grant or Concession should be regarded as invalid without the concurrence of the petty Chief.

7. If a petty Chief, paying tribute to a paramount Chief, has made a grant of land, or gives a Concession of mineral or other rights in land which he merely occupies on sufferance, or by the permission of such paramount Chief, such grant or Concession should be considered to be invalid without the consent of the paramount Chief.

8. Adverse possession as a basis of title should be preferred to merely historical claims without beneficial occupation.

Thus in case the alleged grant or Concession has been made by a refugee Chief, or by the successor of a refugee Chief who has cast off territorial allegiance to the paramount Chief, on whose land he is living without paying tribute, and such paramount Chief is unable or unwilling to recover and maintain his original rights over the land so occupied, the consent of such paramount Chief and his Council need not be regarded as indispensably necessary to the validity of such grant or Concession within the limits of the land so occupied by such refugee Chief or his successor.

9. If in special cases the Commission deem it right to recommend the recognition of grants of land embracing large areas, which, save in cases of vested rights already recognized by Her Majesty's Government, should not be allowed to exceed 200,000 acres, it should be borne in mind that, subject to such modifications as may be introduced to provide for contribution to the revenue, and for the security of holders of approved land grants or mineral and other Concessions, the gold laws of British Bechuanaland will probably be recognized throughout the protected territory.

10. Save and except such vested rights as have been already recognized by Her Majesty's Government, no mineral Concession should extend over a greater area than 10 miles square, or 100 square miles to be taken in one block.

11. In the case of a Company or Syndicate having vested rights of a larger extent than in the last preceding Rule mentioned, the Commission should report what duties or obligations ought, in their opinion, to be imposed on such Company or Syndicate in consideration of the exceptional character of its Concession, and it would be an advantage if, in such cases, the representative of such Company or Syndicate were invited to make a proposal.

The Commission should, however, intimate that they intend to make an independent recommendation, in case they should be of opinion that such Company or Syndicate interested in any mineral Concession or grant ought to be required to pay a substantial contribution towards the cost of the administration of the country.

12. In considering all alleged grants and Concessions, the Commission should inquire into the authenticity of the document, and ascertain whether the grantor accepts it as a genuine interpretation of his meaning.

13. The Commission may recommend a modification of the terms and conditions of any alleged grant or Concession, saving vested interests already sanctioned by Her Majesty's Government.

14. No condition in any grant or Concession should be recognized which seems likely to interfere with the practical working of the general or financial administration of any future Government.

15. Saving vested interests already recognized by Her Majesty's Government, no condition in a Concession should be considered to be valid which appears calculated to create a monopoly, or to confer a sole and conclusive right of trading, or of carrying on mining or other industrial operations.

16. Saving vested interests already recognized by Her Majesty's Government, no condition in a Concession should be deemed to be valid which confers exemption from the taxation or general law of the country as applied to Europeans. ,

17. Saving vested interests already recognized by Her Majesty s Government, the Commission should specify what rights, if any, ought, in his opinion, to be reserved by the Government in consideration of the recognition of any grant or Concession in favour of Europeans.

18. If from any information gathered during the course of the inquiry, or otherwise, the members of the Commission should consider that the Rules now specified might with advantage be modified, they are at liberty to make any recommendation they may think desirable, or they may ask for further advice or instruction in any case of doubt or difficulty.

19. It should be borne in mind and well understood that recognition may be given and the exercise of rights under a Concession may be permitted, subject to such limits as to locality and time, and such other restrictions and conditions as Her Majesty's Government may in its discretion impose.

20. The term "Concession" shall include grants or Concessions obtained from any Chief prior to the 29th October, 1889, the date of Her Majesty's Charter granted to the British South Africa Company; any claims advanced on the grounds of grants or Concessions obtained from any Chiefs subsequent to the date of the Charter shall not be considered by the Concession Commission as Concession claims open to recognition by it, but merely as alleged claims, and evidence should be taken as to any money or other consideration actually paid or given to the Chief or others in respect of any such claim. Special reports and recommendations may, however, be made irrespective of date with regard to small grants of garden, sowing, or grazing land, or of sites for dwellings, stores, or religious or educational edifices.

21. No inquiry into the merits of any claim should proceed until the Commission be satisfied that sufficient notice of such claim has been given to the British South Africa Chartered Company, and that Company shall be entitled to receive copies of all such documents as are deemed to affect its interests in connection with any inquiry.

The Commission will report from time to time during the progress of the inquiry, should the High Commissioner require it to do so.

The members of the Commission will understand that, until their Report has been considered by the Secretary of State, they will not be at liberty to make known their opinion upon any of the cases that may have been brought before them.

I have, &c.

(Signed) HENRY B. LOCH.

Inclosure 9.

Summary of Functions and Recommendations of Bechuanaland Land Commission of 1886.

[See Colonial Office Blue Book, C. 4889.]

ON the 1st October, 1885, a Commission was appointed "to inquire into and decide upon the various questions connected with the land settlement of British Bechuanaland." (Colonial Office Paper, "British Bechuanaland," C. 4889.) It

consisted of a President, two Commissioners, and a Secretary. The following extracts from their instructions are applicable to our subject:—

"Ascertain the requirements of the tribes, ... and mark off a sufficient amount of grazing lands and garden grounds for their support; . . . . the land outside the native locations should then be considered as waste Crown lands, and it will be for the Commissioner to inquire into and report on the validity of any European claims sent in to him. In judging of these claims, certain general rules or principles should be borne in mind. It is, for instance, clear that no grantor can give land of which he was not possessed. Titles granted by one Chief to land in the possession of another Chief without his concurrence could not be held to be valid. . . . It will be desirable to ascertain whether the conditions of each grant have been fulfilled, whether the return in money or service was received by the grantor, whether improper means were used to obtain the grant, &c.; in fact, whether the claim is an equitable or an inequitable one. Titles granted by the Chief alone, without the consent of his tribe or 'raad,' ought, as a general rule, not to be held as valid. In the case of a valid grant falling within the location reserved to a Chief, a grant on the waste Crown lands outside the location should be substituted for it. . . . It will not be necessary that each farm should be surveyed as soon as the award is given; but before the title is issued a survey must be made, the grantee paying the cost of the survey, before receiving his title. . . . The award upon each European claim should be accompanied by the Commissioner's recommendation as to the quit-rent to be levied, and also as to any servitudes or water rights, &c., that should be reserved in the title. All precious stones, gold, silver, and platinum will be reserved to the Crown. . . . The objects sought to be obtained are native protection combined with European expansion; in other words, the security of native rights and interests, provision being at the same time made for that beneficial occupation of the waste lands by Europeans which, if properly regulated, will prove advantageous to all concerned."

The certificate of occupation granted by the Commission terminates as follows:—

"The right of establishing roads and thoroughfares for the use of the public, and also outspans and other reserves, may at any time be exercised by the Government, but all existing roads or thoroughfares and outspans shall remain free and uninterrupted; and the Government reserves at all times the right of entry on the land for such purposes as inspection or survey. All gold, silver, platinum, and precious stones are reserved, with rights of mining under such Regulations as the Government shall establish from time to time."

The following is an extract from the "Laws and Regulations for the Government of British Bechuanaland, giving jurisdiction to the Land Commission":—

"*Lands.*

"35. The right of allotting the land is vested in the Governor.

"36. It shall be lawful for the Governor to establish a Land Commission, ... and such Land Commission shall—

"(*a.*) Mark off inalienable locations for native Chiefs and tribes in British Bechuanaland;

"(*b.*) Adjudicate on all European land claims; and

"(*c.*) Deal with waste Crown lands in accordance with such instructions as may from time to time be issued to such Land Commission by the said Governor."

According to the Colonial Office List, "the land settlement of British Bechuanaland effected by the Commission has been eminently satisfactory."

Inclosure 10.

Extract from the "British Bechuanaland Gazette" of June 20, 1887.

HIS Excellency the Governor having been pleased to authorize the publication in draft of the following proposed forms of titles to land in British Bechuanaland,

Notice is hereby given, that all suggestions and proposed amendments, together

with reasons for the same, forwarded in writing to the Surveyor-General, on or before Saturday, the 30th July next, will be duly considered.

(Signed) ANDREW H. T. DUNCAN,
Surveyor-General.

[FORM (A).—FARMS.]

Division of
Registered No.
Audit folio

In the name and on behalf of Her Majesty Victoria, by the grace of God of the United Kingdom of Great Britain and Ireland Queen, Defender of the Faith.

I do hereby grant on perpetual quit-rent unto a piece of land, containing situated in the , and represented and described in the diagram hereunto annexed, subject, however, to the following conditions:—

1. That the proprietor of the land for the time being shall punctually pay, or cause to be paid, in advance, on the day of , and thereafter in advance at the expiration of every twelfth month from that day, unto the Civil Commissioner of the division, or to such other person as may be empowered to receive the same, the perpetual quit-rent upon the said land, being a sum of sterling, taking receipt for the same, and payiug stamp duty thereon.

2. That the quit-rent payable may be redeemed at any time by the payment of a sum equal to twenty times the said annual quit-rent, but not by the payment of any lesser sum; and the said quit-rent may, at and after the same rate, be redeemed in parts or portions, provided such portions be either three-fourths, or one-half, or one-fourth of the original quit-rent, as hereinbefore stated, and in any case in which the said quit-rent has been apportioned, the apportioned quit-rent upon any part or share may be redeemed in manner aforesaid: Provided that the redemption of the quit-rent, wholly or in part, shall not be deemed to alter the nature of the tenure of the land.

3. That all roads and thoroughfares existing over the land hereby granted shall remain free and uninterrupted, unless the same be closed or altered by competent authority.

4. That the Government shall at all times have the right of entry on the land, for such purposes as inspection and survey.

5. That the rights of the proprietor shall not extend to any deposits of gold, silver, platinum, or precious stones which may at any time be or be discovered on the land hereby granted, and the right of mining for gold, silver, platinum, or precious stones is reserved by the Government, under such Regulations as shall from time to time be established by law.

6. That the Government, or any body corporate, or person duly authorized by Government, shall at all times have the power, without compensation, of making roads, railways, and railway stations, and of conducting telegraphs over, and of taking materials for making or repairing roads and railways from any land hereby granted, which has not been improved by cultivation, irrigation, or otherwise, and shall further have the power of making roads, railways, and railway stations, and of conducting telegraphs over, and of taking materials for making or repairing roads or railways from any land hereby granted, which has been improved by cultivation, irrigation, or otherwise; and of making aqueducts, dams, and drains for the benefit of the public, and of establishing convenient outspans for the use of travellers, on payment to the proprietor of such sum of money in compensation as may be mutually agreed upon by the parties concerned, or failing such agreement, as three appraisers, one to be appointed by each side, and a third to be chosen by the two others, before proceeding to act, or any two of them, shall award.

7. That the Government does not undertake to point out the beacons of the land hereby granted, but the proprietor shall be bound to have the limits thereof properly traced and marked by conspicuous and permanent beacons, to be by him erected and kept in repair at all the angles of the said land, and in default of so doing shall incur, for and in regard to each such beacon not up or not in repair, a fine not exceeding 1*l.*, to be paid to and recovered by the Civil Commissioner of the Division on behalf of the Government, in addition to the costs of the prosecution, which fine shall be incurred afresh for every month after a first conviction during which every such beacon shall not be put up or be left out of repair.

8. That the land hereby granted shall be further subject to all such duties and Regulations as either are already, or shall in future be, established, respecting lands granted under similar tenure.

Given under my hand and seal at Cape Town, this day of , 18 .

Governor and High Commissioner.

By his Excellency's command,

Surveyor-General.

Inclosure 11.

Transfer Bonds, &c.

ON all transfers passed before the Registrar of Deeds :—

	£	*s.*	*d.*
Value not exceeding 10*l.*	0	2	0
Value exceeding 10*l.* and not exceeding 20*l.*	0	3	0
,, ,, 20*l.* ,, ,, 35*l.*	0	4	0
,, ,, 35*l.* ,, ,, 50*l.*	0	6	0
,, ,, 50*l.* ,, ,, 100*l.*	0	8	0
,, ,, 100*l.* ,, ,, 150*l.*	0	12	0
,, ,, 150*l.* ,, ,, 200*l.*	0	15	0
,, ,, 200*l.* ,, ,, 300*l.*	1	0	0
,, ,, 300*l.* ,, ,, 400*l.*	1	5	0
,, ,, 400*l.* ,, ,, 500*l.*	1	10	0
,, ,, 500*l.* ,, ,, 700*l.*	2	0	0
,, ,, 700*l.* ,, ,, 1,000*l.*	3	0	0
And for every additional 100*l.*, or fraction thereof	0	5	0

Cessions of mortgaged bonds, notarial or otherwise, one-fourth of the stamp of the original bonds.

On mortgaged bonds passed before the Registrar of Deeds, and commonly called "notarial bonds":—

	£	*s.*	*d.*
Amount secured not exceeding 10*l.*	0	2	0
Exceeding 10*l.* and not exceeding 20*l.*	0	3	0
,, 20*l.* ,, ,, 30*l.*	0	5	0
,, 30*l.* ,, ,, 50*l.*	0	7	6
,, 50*l.* ,, ,, 100*l.*	0	10	0
,, 100*l.* ,, ,, 150*l.*	0	15	0
,, 150*l.* ,, ,, 200*l.*	1	0	0
,, 200*l.* ,, ,, 300*l.*	1	5	0
,, 300*l.* ,, ,, 400*l.*	1	10	0
,, 400*l.* ,, ,, 500*l.*	2	0	0
,, 500*l.* ,, ,, 600*l.*	2	10	0
,, 600*l.* ,, ,, 700*l.*	3	0	0
,, 700*l.* ,, ,, 800*l.*	3	10	0
,, 800*l.* ,, ,, 900*l.*	4	0	0
,, 900*l.* ,, ,, 1,000*l.*	5	0	0
And for every additional 100*l.*, or fraction thereof	0	6	0

On deeds of Kinderbewys passed before notaries, for securing the portions of minors, half of the amount of stamps required on mortgage bonds passed before the Registrar of Deeds.

Inclosure 12.

Proclamation.

By his Excellency the Right Honourable Sir Hercules George Robert Robinson, a member of Her Majesty's Most Honourable Privy Council, Knight Grand Cross of the Most Distinguished Order of St. Michael and St. George, Governor and Commander-in-chief of Her Majesty's Colony of the Cape of Good Hope in South Africa, and of the territories and dependencies thereof, Governor of the territory of British Bechuanaland, and Her Majesty's High Commissioner for South Africa, &c.

WHEREAS it is expedient to determine the tenure of Native Reserves in the territory of British Bechuanaland, and to vest title thereto in Trustees, and to define the powers and duties of such Trustees;

Now, therefore, under and by virtue of the powers in me vested, I do hereby proclaim, declare, and make known as follows:—

1. So much of any Law or Proclamation as shall be repugnant to or inconsistent with any of the provisions of this Proclamation is hereby repealed.

2. All lands situated within the boundaries of Native Reserves marked off, or hereafter to be marked off, for native Chiefs and tribes in the territory of British Bechuanaland shall be, and the same are hereby declared to be, subject to a reservation of precious stones and precious minerals in favour of the Crown.

3. As soon as practicable the Surveyor-General shall cause every such Reserve as aforesaid to be demarcated, and a plan or diagram thereof to be attached to the title-deed, which shall be issued in the form set forth in Schedule (A) hereto.

4. It shall be lawful for the Governor from time to time to nominate and appoint for each Native Reserve a Board of Trustees, consisting of three or more persons (hereinafter called "The Trustees"), of whom one may be a Chief or influential Headman, and at any time, at his discretion, to remove any of such Trustees, and, on any vacancy, to appoint another Trustee or other Trustees in the place of any person or persons so removed as aforesaid, or dying, or refusing to act, or becoming incapable of acting in the execution of the trusts hereby created; and such Trustees shall exercise such powers and perform such duties as are hereinafter set forth, or may from time to time be prescribed by the Governor; and it shall be lawful for the Governor to cause such sum or sums as he may from time to time determine to be paid out of the Native Reserve Fund as remuneration to such Trustees for performing the duties hereby imposed upon them.

5. The legal estate in the land situated within the boundaries of each Native Reserve shall be vested in the Trustees thereof, who shall hold the same in trust for the benefit of the registered heads of families of the tribe or tribes residing on such land, subject to such Rules and Regulations as the Governor may fix and determine, always, however, without prejudicing existing or vested rights; and title to each Native Reserve shall be held upon the following conditions:—

(*a.*) That the Trustees shall have no power of mortgage over any land situate within the boundaries of the Native Reserve for which they shall have been appointed except for improvement on such land, which scheme of improvement shall be first submitted to the Governor, and be subject to his approval before power of action shall be granted; and that the Trustees shall have no power of alienation or sale of any portion of such land except in the issue of individual titles under the Regulations providing for issuing such titles.

(*b.*) That the right of allotting the land situated within the boundaries of the Native Reserve shall be vested in the Chief or Headman, with the concurrence of the Council of Elders or heads of families, and of the Resident Magistrate of the district.

(*c.*) That the occupier of any kraal, garden, or plot of land may lawfully sell his right of occupation of such kraal, garden, or plot of ground to any native approved by the Chief or Headman and the Resident Magistrate of the district.

(*d.*) That rights of occupation of any plot of land may cease and determine when the occupier is absent from the same for more than twelve months without having placed in occupation a representative approved by the Chief or Headman and the Resident Magistrate of the district.

(*e.*) The rights of occupation of kraal sites, gardens, or plots of land not in occupation may be granted by the Chief or Headman, with the concurrence of the Council of Elders or heads of families, and of the Resident Magistrate of the district, to

heads of families resident within the Native Reserve, or substituted or adopted in the tribe by the authority of the Governor.

(*f.*) That the rights of occupation of any kraal, garden, or plot of land shall be heritable, but shall not be alienable otherwise than as by subsection (*c*) provided.

(*g.*) That when the Chief or Headman and the majority of the heads of families occupying the Native Reserve or any section thereof shall request the Governor to issue individual titles to plots of land, such titles may be issued.

(*h.*) That when it shall be considered expedient to issue individual titles to plots of land in the Native Reserve, the title shall be to the plot or parcel theretofore occupied by the individual, with or without rights of grazing, according to custom.

(*i.*) That when the Chief or Headman and the majority of the heads of families occupying the Native Reserve, or any section thereof, shall petition that individual title may be issued, a Land Commission for the area referred to in such Petition, consisting of the Resident Magistrate of the district, the Chief or Headman, and one Elder or head of family, shall decide on all claims to individual title to be recommended to the Governor for approval; and the Trustees shall, by direction of the Governor, issue, under the provision of this Proclamation, individual title in such form, and subject to such conditions as are herein contained, or such other conditions as he may deem it necessary hereafter to proclaim.

(*j.*) That the land thus granted on individual title shall be surveyed at the cost of the grantee.

(*k.*) That all roads and thoroughfares existing, or hereafter to be made, over the land vested in the Trustees of any Native Reserve, or held by individual title as aforesaid, shall remain free and uninterrupted unless the same be closed or altered by authority of the Governor.

(*l.*) That the Trustees shall have power to establish on the land vested in them outspans for the use of travellers in accordance with such Regulations as may from time to time be sanctioned by the Governor.

(*m.*) That the Governor, or any person duly authorized by him, shall at all times have the right of entry on the land vested in Trustees, or held by individual title as aforesaid, for such purposes as inspection, survey, tax collecting, the construction, maintenance, and repair of public works and roads, the searching for precious stones and precious minerals, the extirpation of burrweed or *Xanthium Spinosum*, and other noxious plants, the prevention of disease among men or animals, well-sinking and irrigation, and for other public purposes.

(*n.*) That the Governor, or any body corporate or person duly authorized by the Governor, shall at all times have the power, without compensation, of making, maintaining, and repairing aqueducts, dams, drains, roads, railways, and railway stations, of constructing, maintaining, and repairing lines of telegraphs over, and of taking materials for making, maintaining, and repairing aqueducts, dams, drains, roads, railways, railway stations, and lines of telegraph, from any land vested in Trustees or held by individual title as aforesaid which is not built upon or occupied by any hut or dwelling, and which has not been improved by cultivation, irrigation, or otherwise; and shall further have the power of making, maintaining, and repairing aqueducts, dams, drains, roads, railways, and railway stations, and of constructing, maintaining, and repairing lines of telegraph over any such land which is built upon or occupied by any hut or dwelling, or has been improved by cultivation, irrigation, or otherwise, on payment to the Civil Commissioner of the Division to the credit of the Native Reserve Fund of such sum of money as may be either mutually agreed upon between the Governor or body corporate or person duly authorized by the Governor and the Trustees, or otherwise determined in the manner provided by "The Lands and Arbitrations Clauses Act, No. 6, 1882."

(*o.*) That the rights of the Trustees and of those beneficially interested either before or after the issue of individual title shall not extend to any deposits of gold, silver, platinum, or precious stones which may at any time be or be discovered on any land in any Native Reserve, and that the right of mining for gold, silver, platinum, or precious stones shall be reserved to the Crown under such Regulations as shall from time to time be established by law.

(*p.*) That all land vested in Trustees or held by individual title as aforesaid shall be further subject to all such duties and Regulations as either are already or shall in future be established respecting lands granted on similar tenure.

6. The Inspector of Native Reserves shall annually frame a list of the names of heads of families in each Native Reserve; a copy whereof, and of any additions to and corrections in such list during the year, shall be furnished to the Civil Commissioner of

the Division, who shall keep a registry of all persons occupying plots of land in the Division.

7. The Trustees shall be bound at yearly intervals to prepare, for transmission to the Governor, full and particular Reports of their administration, and of the condition, habits, and progress of the people occupying the area held on trust by them, and also of the progress of construction and condition of public works in the Native Reserve, and such other matters as the Governor may require.

8. The power of substitution and adoption into the tribe of persons other than an inheritor or successor under native law, upon the recommendation of the Trustees in accordance with the advice or at the request of the Chief or Headman and Council of Elders or heads of families, shall be vested in the Governor.

9. There shall be established for each Native Reserve a separate fund, which shall be designated bo the name of such Native Reserve.

10. It shall be the duty of the Trustees to pay into the hands of the Civil Commissioner of the Division wherein the Native Reserve is situated all moneys from time to time accruing to them under the trusts hereby created; and such Civil Commissioner shall keep distinct accounts of each Native Reserve Fund in his Division, and shall remit monthly all accounts so received by him to the Receiver and Accountant-General, who shall likewise keep in respect of each Native Reserve Fund a distinct account in his own books and a separate banking account to be drawn upon in accordance with judicial order, or with the Governor's sanction; and all accounts relating to such Native Reserve Funds shall be subject to audit as the Governor shall from time to time direct.

11. All moneys due as compensation in respect of surface damage occasioned by prospecting, digging, or mining for precious stones or precious and other minerals, or by the construction of railways or other public works in any Native Reserve, and all sums receivable therein or therefrom as subscription, interest, licence moneys, rents, and profits accruing to the Chief or Headman and the registered heads of families of any tribe or tribes beneficially interested therein, shall be collected and recovered by the Trustees and paid to the Civil Commissioner of the Division wherein such Native Reserve is situated, and shall by such Civil Commissioner be accounted for as in the last preceding section provided. Provided that any such moneys or sums received in respect of land held by individual title may be dealt with in accordance with judicial order, or as the Governor may hereafter direct.

12. Each Native Reserve Fund shall be devoted exclusively to the direct and indirect benefit of the Chief or Headman and of the registered heads of families of such Reserve in such manner and in such proportion as the Governor shall from time to time direct.

13. It shall be lawful for the Trustees, with the consent of the Governor, to devote any Native Reserve Fund to any of the following objects: The construction, maintenance, and repair of aqueducts, dams, drains, roads, and bridges; the building and endowment of hospitals and technical schools and providing medical attendance, medicines, medical and surgical appliances, and technical education; tree-planting and the conservation of forests; irrigation and agricultural development, including agricultural and cattle shows and the award of prizes thereat; making investments specially authorized by the Governor; purchasing land to be held on the like trusts as are hereby created; making compensation for surface damage in money, grain, stock, or otherwise; and such other purposes as the Governor may from time to time deem expedient and conducive to the welfare of the natives beneficially interested in such Native Reserve Fund.

14. It shall be lawful for the Trustees, with the consent of the Governor, to adopt measures for afforestation and for the conservation of forests in the Native Reserves, and the Civil Commissioner of the Division, or the Inspector of Native Reserves, shall have power to issue to any registered head of family of such Reserve a licence to cut upon such Reserve wood for sale or for any other than domestic purposes on payment into the Native Reserve Fund of such licence fee, and under such Regulations as may from time to time be prescribed by the Governor: Provided that nothing herein contained shall be deemed to prejudice the right of any such registered head of family to cut wood for domestic purposes.

15. It shall and may be lawful for the Trustees to sue and be sued by the style or description of the Trustees of the Native Reserve, and service of process on any two Trustees shall suffice in any action, suit, or other legal proceeding by or against such Trustees: Provided always that when and as often as the Resident Magistrate of the Court wherein such action or suit shall be brought may happen to be one of such Trustees it shall be lawful for the Governor to appoint an Acting Resident

Magistrate for the purpose of hearing and determining in the first instance such action or suit.

16. In the interpretation of this Proclamation the word "kraal" shall have the meaning assigned to it in the first section of Proclamation No. 31, B.B., 1887; and the term "title" shall be deemed and taken to include both deed of grant and certificate of ownership.

GOD SAVE THE QUEEN!

Given under my hand and seal, this 25th day of April, 1889.

(Signed) HERCULES ROBINSON,
Governor of British Bechuanaland.

By command of his Excellency the Governor of
British Bechuanaland,
(Signed) GRAHAM BOWER,
Imperial Secretary.

No. 62 BB, 1889.

SCHEDULE (A).

Form of Deed of Grant to Trustees of Native Reserve.

In the name and on behalf of Her Majesty Victoria, by the grace of God of the United Kingdom of Great Britain and Ireland Queen, Defender of the Faith, Empress of India:

I do hereby grant in freehold, subject to the reservations hereinafter specified, unto as Trustees in terms of Proclamation No. 62, B.B., 1889, for and on behalf of the heads of families registered as resident thereon, piece of land containing , situated in the division of , and represented and described in the diagram hereunto annexed, subject to the following conditions:—

[*Vide* section 5, sub-sections (*a*) to (*p*).]

Given under my hand and seal at , this day of , 18 .

Governor of British Bechuanaland.

By command of his Excellency the Governor of
British Bechuanaland,

Surveyor-General.

SCHEDULE (B).

Form of Certificate of Ownership of Native Reserve vested in Trustees.

British Bechuanaland.

Certificate of Ownership.

This is to certify that as Trustees in terms of Proclamation No. 62, B.B., 1889, for and on behalf of the heads of families registered as resident thereon, are entitled to own a piece of land containing morgen, more or less, situated in the division of , and represented and described in the diagram hereunto annexed, subject, however, to the following conditions:—

[*Vide* section 5, sub-sections (*a*) to (*p*).]

Given under my hand and seal at , this day of , 18 .

Administrator.

ANNEX II.

Mr. Rhodes' Proposals for Administration of Territory North of Zambesi.

1. Mr. Johnston's No. 17 of May 3, 1893, and Inclosures.

2. Colonial Office, June 24, 1893.

3. Draft Articles of Agreement with South Africa Company.

No. 1.

Commissioner Johnston to the Earl of Rosebery.—(*Received May* 23.)

(No. 17. Central Africa.)

Cape Town, May 3, 1893.

My Lord,

THE practical results of my consultations with Mr. Rhodes (apart from the complete settlement of the Trans-African Telegraph question as far as Tanganyika) are contained in the inclosed correspondence, which I venture to forward for your Lordship's consideration.

In view of the important results which will accrue from the application of Mr. Rhodes' ncreased subsidy to the development of British Central Africa, I would venture to request that an answer to the proposals put forward by Mr. Rhodes may be cabled to him at Cape Town. If it should be favourable, the new arrangements will come at once into force, and every advantage will be taken of the dry season now commencing to dispatch expeditions and found new stations.

I have, &c.
(Signed) H. H. JOHNSTON.

Mr. Rhodes to Commissioner Johnston.

April 30, 1893.

My dear Johnston,

I INCLOSE, for your confidential perusal, a précis of a letter of instructions lately received by the High Commissioner from the Colonial Office, and of which I received a copy, laying down very clearly the position granted to the Chartered Company in Bechuanaland and the neighbouring Protectorate as against all opposing claimants to the vacant mineral and land rights of the area mentioned.

From its tenour you will have no difficulty in perceiving that, in return for the construction of railways, telegraphs, and roads, and of the expenditure of moneys calculated to beneficially develop the resources of the country, the Colonial Office have agreed that, subsequent to the granting of Her Majesty's Charter, no Concessions within that area shall be recognized as valid except they be in favour of the Chartered Company, and further, that, even any acquired prior to that date shall be closely examined into with the view of determining their validity; and you will note that the Government officials are requested to lend their best aid with the native Chiefs in order that they may grant Concessions only in favour of the Chartered Company.

You will readily perceive that Her Majesty's Government have therefore determined to render the fullest support to the Chartered Company's development of the interior, knowing that, by the provisions of their Charter, the Imperial Government remains the supreme authority in the countries developed, as, indeed, is the spirit and intention of that instrument. I would remind you that up to the present Her Majesty's Government are contributing no less a sum than 100,000*l.* per annum for the administration of the Bechuanaland Protectorate.

Turning now to the British sphere north of the Zambesi River, which quite equally requires, and will benefit by, judicious construction of railways and telegraphs and extended powers of administration, I would point out that here, up to the present moment, the Chartered Company has out of its moneys defrayed the entire charges of administration, amounting to a sum of 10,000*l.* per annum, and has thus relieved the Imperial Treasury of all expense under this head.

The Company is further prepared, under certain conditions, not only to continue this expenditure, but to increase it by a sum of 7,500*l.* per annum, making a total of 17,500*l.* yearly. It is also prepared to lay down a telegraph service, and in other ways to assist in the development of the country as its prospects and needs require, but it can only do so on the condition that the preferent rights of the Company to the land and minerals of the British sphere north of the Zambesi River are recognized and confirmed, and that the Company is granted there exactly the same position as I have informed you has been confirmed to it by Lord Ripon's despatch in the Bechuanaland Protectorate.

The Chartered Company seeks in no way or form to interfere with or alter the present system of administrative control, guided as it is by the Foreign Office, but, in justice to its shareholders, it cannot continue, much less increase, its present subsidy, unless its

position both within the Protectorate and without north of the Zambesi River is recognized on the lines here laid down.

It is from no wish to derive any immediate profit that the Chartered Company prefer what they consider their undoubted right to the vacant and undeveloped land and the minerals of the sphere—railways to be constructed require large land grants, as the country develops the administrative charges will steadily increase, and to meet these, from a shareholder's point of view, it is essential that our rights, in return for our subsidy, must be acknowledged.

I may add that I concur in the settlement of land Concessions that you have made up to the present to planters and residents, even though the Concessions may have been obtained subsequent to the granting of the Charter, but for the future it must be understood that the Chartered Company alone has the right to acquire, subject to the approval of Her Majesty's Government, Concessions of land and minerals both within and without the Protectorate.

To sum up very briefly, I would point out that all the Chartered Company asks for north of the Zambesi is what has been granted it south of the Zambesi, with this difference, however, there Her Majesty's Government pay the entire cost of the administration, whereas in the north we pay it all.

I shall be glad to have an answer as speedily as possible to this letter, for in the event of the principle I am contending for not being agreed to by Her Majesty's Government, I must, in justice to my shareholders, request that our subsidy of 10,000*l.* be devoted entirely to the development of the sphere outside the Protectorate, leaving you to raise, with the assistance of the Imperial Treasury and the resident planters, the necessary sums for the administration of the Protectorate.

In addition to the increased subsidy which I am prepared to find, as stated before, I will give you this year a further sum of 1,500*l.*, in order that you may purchase a steamer for Lake Tanganyika, as I am anxious, as speedily as possible, to give a means of communication with Uganda.

On all points of administration, Civil Service, stamps, and such matters of detail, I am quite willing to meet you in any way possible, and to leave the direction of the development of the country in your hands, merely asking that the Company may be kept informed of your progress, as it is only too anxious to assist you in every way in its power.

You will be glad to hear I have made adequate provision for the construction of the telegraph to Uganda, and that the first section of material to Zomba is on the point of being shipped.

I have, &c.
(Signed) C. J. RHODES.

Commissioner Johnston to Mr. Rhodes.

Dear Mr. Rhodes,

Cape Town, May 3, 1893.

I HAVE carefully considered your letter of the 30th April. From its contents, and from the various conversations we have had during the last few days, I think I may sum up the propositions you make in this concise form :—

1. You are dissatisfied with the present state of affairs in the British Central African Protectorate because, while nearly 9,000*l.* a-year out of the 10,000*l.* subsidy are spent on the safeguarding of the Protectorate, the Chartered Company's position within the Protectorate is absolutely the same as that of any other Company or Association formed for mining or trading enterprise.

2. Yet you admit that to withdraw the police force from Nyassaland to place it beyond, in the Chartered Company's sphere, would bring the Protectorate to utter ruin.

3. You say, therefore : "In fairness to my Company, let the Imperial Treasury find the funds for the maintenance of a police force within the British Central African Protectorate, and let me apply the whole of my 10,000*l.* a-year to the protection and development of the recognized sphere of my Company (which represents seven-eighths of British Central Africa) ; or, if I am to continue to find 9,000*l.* or 10,000*l.* a-year for the protection of Nyassaland alone, then let the position of my Company within the British Central African Protectorate be a specially favoured one as regards holding negative proprietary and mining rights over all that part of the British Central African Protectorate not yet definitely alienated (*i.e.*, not in the hands of other Companies or individuals)."

4. Further, you have definitely stated that if this new position of your Company within the Protectorate is sanctioned by Her Majesty's Secretary of State for Foreign Affairs (a position analogous to that recently conferred on you by the Colonial Office in the British Protectorate of Bechuanaland), you will be prepared to very considerably increase your subsidy to British Central Africa; you will, in fact, at once raise the yearly subsidy to 17,500*l.* (this sum also not to include any further expenditure you may sanction for the development of the Barotse Kingdom), you will find (possibly from your private funds) 1,500*l.* for the purchase of a steamer for Lake Tanganyika, and 3,000*l.* for the purchase of a steamer for Lake Nyassa, the said steamers to be placed absolutely under the orders of whoever shall hold the joint office of Her Majesty's Commissioner and Consul-General in British Central Africa, and Administrator for the Chartered Company north of the Zambesi. You even hold out prospects of other expenditure of a nature most beneficial to the development of the Protectorate, into the details of which I need not here enter.

5. To come somewhat abruptly to the point: your price for executing this very liberal arrangement is this:—

The land surface of the British Central African Protectorate is at present disposed of as follows:

About one-fifth is in the hands of various planters, traders, and Missionary Societies—is alienated, in fact.

About one-fifth belongs to the Chartered Company as the heirs of the old Lakes Company.

About one-fifth belongs to the Crown.

About two-fifths remain in the hands of the natives, subject to the provision that they cannot part with their land without the consent of Her Majesty's Government.

What you ask for, then, is that the fifth part of the land in the Protectorate belonging to the Crown shall be transferred to the Chartered Company, and that the rights of pre-emption or reversion which the Crown possesses over the remaining two-fifths of the land in the hands of the natives shall equally be made over to the Chartered Company.

So that, if this were agreed to, the Chartered Company would then own outright two-fifths of the soil of the Protectorate, and possess a right of pre-emption over another two-fifths—in fact, become more or less the prospective owners of four-fifths of Nyassaland (British Central African Protectorate—not, of course, German or Portuguese Nyassaland).

6. The revenue which may in future be derived from these landed possessions you propose to devote, as far as you may be able, to the further development and government of British Central Africa.

7. In all other respects (with one trifling exception which I shall shortly touch on) you wish nothing altered in the present method of administering British Central Africa (Protectorate and Company's sphere alike); you are quite contented that the administration, as heretofore, shall remain under the direction of the Foreign Office in exactly the conditions set forth in the instructions issued to me on taking up my appointment.

The "trifling exception" I alluded to was my intention to use for the future revenue stamps of a special design for general use throughout the whole of British Central Africa, which, while by their device of "Justice. Freedom. Commerce," they suggested the South Africa Company, did not actually (as in the postal stamps) have "British South Africa Company" printed on them. You wished in this case that "British South Africa Company" might in some way be added, so that in fact these stamps really became the Company's stamps absolutely, and not a compromise between the Company and Imperial Government.

I think I have summed up your propositions fairly? These are my opinions thereon:—

1. I can see no objection myself to Her Majesty's Government agreeing to your acquiring its territorial rights over three-fifths of the land in the Protectorate with these reservations.

That as regards the lands now owned by the Crown, such portions of them shall be reserved as Crown property as constitute the sites and surrounding grounds (gardens, &c.) of existing Crown buildings. Further, that when, and if in future, the Imperial Government shall require sites of moderate dimensions for naval, military, or Consular purposes from out of the estates now belonging to it, those sites shall be granted to the Crown free by the Chartered Company.

That in exercising the Crown's right of pre-emption by taking up land (purchasing) from the natives, a fair price shall be paid to the natives, the judge of the fairness to be Her Majesty's Commissioner and Consul-General, and that no land shall be taken from

the natives with their villages and plantations on it (even if the Chief wishes to sell) against the general wishes of the native inhabitants; this question, however, to be finally decided also by appeal to the Commissioner and Consul-General.

2. As regards the "Stamp question," I think I shall be able to suggest a settlement, and the matter is not very pressing, as the stamps are not yet issued.

3. Finally, I may say (if I may be supposed to be speaking as one defending the interests of the Imperial Government) that I can see no objection to the Foreign Office assenting to this new arrangement with you (as representing the Chartered Company), provided I correctly understand and have correctly set forth in the foregoing propositions the views you hold and the intentions you propose to execute.

I think, however, it would be fair, in return for the making over to your Company of the Crown lands and rights alluded to, that a permanency of five years was promised for the increased subsidy of 17,500*l.*; and that the Chartered Company raised no objection to the Commissioner expending out of this sum (if he thought fit) as much as 10,000*l.* a-year on the Protectorate alone.

Believe me, &c.
(Signed) H. H. JOHNSTON.

P.S.—I will add a few words of further explanation to the foregoing letter.

I have not touched on the Company's rights of pre-emption and land and mining claims in the sphere outside the Protectorate because such rights and claims are supported in almost all parts by valid documents, and are, I take it, admitted by Her Majesty's Government.

I omitted, however, to mention that there is a small charge on the Crown lands within the Protectorate, namely, the cost of completing the survey of the said lands (perhaps 200*l.* to 300*l.*). This, I am given to understand, you will pay instead of asking the Government to do so (provided the said lands are handed over to you).

H. H. J.

I approve of and accept this letter with its conditions.
(Signed) C. J. RHODES.

No. 2.

Colonial Office to Foreign Office.—(*Received June* 24.)

Sir,

Downing Street, June 24, 1893.

I AM directed by the Marquis of Ripon to acknowledge the receipt of your letter of the 9th instant, transmitting a copy of a despatch from Her Majesty's Commissioner in British Central Africa, with copies of correspondence between that officer and Mr. Rhodes on the subject of land settlement in that Protectorate, and the financial support afforded by the British South Africa Company towards the maintenance of the Administration; and inviting an expression of Lord Ripon's opinion on Mr. Rhodes' proposals, and an explanation of certain parts of Lord Ripon's despatch to Sir Henry Loch of the 20th December, 1892.

With regard to the scheme elaborated in a series of Articles (numbered in Roman numerals) in the latter part of the despatch referred to, I am to state that the considerations set forth merely embody the conditions which Sir H. Loch was instructed to demand, and the inducements which he was authorized to hold out, in negotiating with the Chartered Company for the extension of railway communication, on the 3 ft. 6 in. guage, to Palapye, in the northern part of Bechuanaland Protectorate. In order to fully understand the bearing of this part of Lord Ripon's despatch, it should be read in the light, not only of the earlier part (detailing a contemplated agreement with a Railway Company formed for extending the railway), but of earlier correspondence and discussions, in which the representatives of the Chartered Company had approached the Government offering to arrange for the formation and financing of such a Railway Company, and soliciting an annual subsidy for it from Bechuanaland funds. The working capital of such a Company would need to be considerably over 1,000,000*l.* of money, and it is represented by the Chartered Company, and no doubt correctly, that this sum could only be raised if the Chartered Company makes itself responsible to the subscribers for their capital and the interest thereon. In addition to undertaking this heavy obligation, the Chartered Company has agreed (1) to surrender to the Railway Company large claims to land in British Bechuanaland (about 8,000 square miles) which the Government had already set aside as an endowment for the Chartered

Company in the event of its extending the railway to Mafeking, on the border of the Crown Colony; (2) to pay the Railway Company a subsidy of 10,000*l.* a-year for ten years; (3) and to arrange with that Company, in launching it, that the Colonial Government shall receive 7½ per cent. of the Railway Company's net profits, if any, earned during "the period of subsidy." In consideration of these undertakings the Government on its side promises (1) to subsidize the Railway Company to the extent of 20,000*l.* a-year for ten years; (2) to use its best endeavours to induce the natives (*a*) to grant free of charge to the Railway Company the land necessary for the line, and (*b*) to grant to the Chartered Company "concessions of minerals, agricultural lands, and town sites," but subject to the very material provisos embodied in the IVth Article of the scheme elaborated in the second part of Lord Ripon's despatch, viz., "(1) that the Company seek to obtain these concessions within reasonable time, using due diligence in seeking them and offering reasonable inducements to the Chiefs and people to grant them; (2) that when they are acquired the Company use due diligence in inspecting and prospecting them, and, where they seem reasonably capable of development, in offering the lands and town sites for occupation, and in opening up the mineral areas for working; and (3) that the Company will reserve free of rent for the Bechuanaland Government such lands in the urban areas as may be required for public buildings, for the dwellings of public servants, for the storing of public property, and for police lines."

The intention of Articles V and VI was elucidated by the letters of appointment, and the instructions to the "Concessions Commission," of which copies were inclosed in the letter from this Department of the 29th April last. It is contemplated in Article VI that the British South Africa Company should acquire from the native Chiefs titles to land and minerals, which, so long as the Crown may administer the Protectorate, should be subject to certain taxation. If Lord Rosebery's attention is drawn to Articles VII and VIII, it will be seen that the Chartered Company, on its side, makes certain further promises to the Government, viz., as to paying taxes and inducing those whom it introduces into the country to render burgher service.

Thus, whilst the Government promises nothing which involves a serious burden or loss, the Chartered Company is willing to incur heavy obligations as the price of Government co-operation. Whether the price offered by the Chartered Company for what it asks in Nyassaland is adequate, Lord Ripon is not in a position to judge. The bargain offered appears to be that the Chartered Company should be allowed to acquire all the Crown lands, and all the land that Mr. Johnston can influence the natives to cede, in return for 87,500*l.* paid towards the support of the Administration in five annual instalments. At the end of the five years the Crown will apparently be destitute of any territorial estate in the country, and will have no adequate subsidy at its command with which to maintain law and order, and unless the Chartered Company chooses of its own free will and as an act of policy or generosity to renew the subsidy, there will apparently be no device but (1) to ask Parliament for a grant in aid, (2) to cede the direct administration of the country to the Chartered Company, or (3) to abandon it. If the first of the above alternatives is considered the only practicable one in the event contemplated, then it would appear *primâ facie* to Lord Ripon more prudent to ask Parliament for a grant in aid at once than to sell the whole reversionary interest of Great Britain in the land for a five years' subsidy, for five years is but a brief space in the history of a dependency. But his Lordship recognizes that there are practical objections to multiplying grants in aid for the purposes of Imperial development; and, assuming that this is also the opinion of Lord Rosebery and of Her Majesty's Commissioner, Lord Ripon can only express his admiration of the ability and tact which Mr. Johnston has displayed in negotiating on behalf of Her Majesty's Government with Mr. Rhodes. Should Lord Rosebery be disposed to confirm the agreement in a general way, Lord Ripon would suggest that in any case his Lordship would do well to accompany his approval by (1) a proviso that the Chartered Company is to use "due diligence" in seeking to acquire and in developing the rights and concessions contemplated in the agreement. This would be in accordance with the precedent contained in Article No. IV of the Bechuanaland arrangement, but it need not be construed as binding the Company to an active and costly policy in the immediate future, whilst it would obviate the danger of the country being hampered for all time, or at all events indefinitely, by the existence of latent claims on the part of the Company, its successor or its liquidator.

(2.) The Company will do its best to induce settlers and miners whom it may introduce to render such reasonable burgher service in defence of the Protectorate as the law from time to time prescribes.

(3.) A proviso that if for any reason the Company makes default in paying the promised subsidy, Her Majesty's Government will resume all its undeveloped grants and concessions.

(4.) That after the period of subsidy is ended the Chartered Company and its sub-Companies will be expected to submit to reasonable taxation, such as that indicated in Article VII of the Bechuanaland Agreement.

But Lord Ripon, as already intimated, considers the proposed period of subsidy too short, and would suggest that an effort might be made to induce the Chartered Company to guarantee the continuance of the subsidy for ten years, or at all events for some longer period than five. If, however, the Company considered a definite guarantee beyond the five years proposed as too irksome, it would be well to provide that, at the end of the five years, the question of the future subsidy should be reconsidered, bearing in mind two objects:—

On the one hand, that, if the revenue of the Protectorate had increased, or its expenses been reduced, so that the annual deficit were diminished, (1) the Company would have an equitable claim to demand a reduction of the subsidy;

And, on the other, (2) that provision should be made for the Company continuing to bear a reasonable share of the expenses of administration in view of the valuable grants now being made to it.

I am, &c.

(Signed) EDWARD FAIRFIELD.

No. 3.

Draft Agreement with British South Africa Company for administration of the Territory under British influence North of the Zambesi, and South of the Territories of the Congo Free State and the German Sphere.

ARTICLE I.

THE field of the Chartered Company's administration shall not include the British Central Africa Protectorate.

ARTICLE II.

The Secretary of State, in the exercise of the right reserved to him by the 4th Article of the Company's Charter, subjects the Company's powers of government and administration, in the field of the Chartered Company's administration, to the condition that they shall be exercised, for the Company, by Her Majesty's Commissioner in consultation with the Company. In this respect the Company's officers shall be subordinate to the Commissioner.

ARTICLE III.

The duty of preserving peace and order in the field of the Chartered Company's administration, incumbent on the Company under Article 10 of the Charter shall, so long as Article II is in force, devolve on Her Majesty's Commissioner.

ARTICLE IV.

Justice to the peoples or inhabitants within the field of the Chartered Company's administration shall, so long as Article II is in force, be administered, in accordance with Article 14 of the Charter, by Her Majesty's Commissioner.

ARTICLE V.

The administration of justice shall be in conformity with "The Africa Order in Council, 1889," for the purposes of which Order the British sphere north of the Zambesi has been constituted a local jurisdiction.

ARTICLE VI.

Goods passing through the British Central Africa Protectorate to or from the Chartered territory shall be treated as goods in transit and shall be free from duty.

If, for the sake of convenience, duties are levied on them on the frontiers of the British Central Africa Protectorate, such duties shall be accounted for to the Company.

ARTICLE VII.

Her Majesty's Commissioner shall, whilst Article II is in force, maintain an efficient police force, over which he shall have full control; he shall defray all expenses connected with its employment.

He shall be empowered to employ it at his discretion in any part of the Company's field of operations north of the Zambesi and of the British Central Africa Protectorate.

ARTICLE VIII.

Her Majesty's Commissioner shall, in the British Central Africa Protectorate, be authorized to make use, in case of necessity, of material of war belonging to the Chartered Company or to the African Lakes Company, and shall be empowered to use, free of charge, for administrative purposes, the steamers belonging to either of the two Companies on Lake Nyasa, with due precautions against unreasonable interference with their employment for the trade of the Companies.

ARTICLE IX.

The Chartered Company shall pay to the Commissioner, or to his duly authorized Representative, for the service of the Protectorate, for a period of ten years commencing from the 1st July, 1893, the annual sum of 17,500*l.*

ARTICLE X.

All expenses connected with the administration of the field of the Chartered Company's administration shall be defrayed by the Company, either by a fixed payment or by liquidation of accounts rendered by the Commissioner.

It is specially understood that expenditure connected with the development of the Barotse country will be borne by the Chartered Company.

ARTICLE XI.

The Chartered Company undertake to lay down a telegraph service, and in other ways to assist in the development of the British Central Africa Protectorate as the prospects and needs of the Protectorate may require.

ARTICLE XII.

The Chartered Company undertake to find the sums of 1,500*l.* for the purchase of a steamer for Lake Tanganyika, and 3,000*l.* for the purchase of a steamer for Lake Nyasa, the said steamers to be placed absolutely under the orders of Her Majesty's Commissioner.

ARTICLE XIII.

The Chartered Company will make no claims as regards land concessions the settlement of which was undertaken by Her Majesty's Commissioner before the 1st July, 1893.

ARTICLE XIV.

The existence of this Agreement shall not interfere with the obligation of the Chartered Company to submit to such taxation as may be imposed by Her Majesty's Commissioner, with the approval of Her Majesty's Government, for the purposes of administration.

ARTICLE XV.

Subject to the conditions hereinafter mentioned, and to the reservation contained in Article XIII, Her Majesty's Government transfer to the Chartered Company, free of charge, from the 1st July, 1893, all the land in the British Central African Protectorate at that date belonging to the Crown.

Her Majesty's Government further undertake to use their best endeavours to induce the natives in the Protectorate to grant to the Chartered Company, on terms to be approved by Her Majesty's Government, and subject to the conditions hereinafter mentioned, concessions of all minerals, lands and town sites now in the possession of the said natives.

ARTICLE XVI.

The following are the conditions alluded to in the preceding Article:—

(1.) The Chartered Company shall seek to obtain the concessions in question within a reasonable time. They shall satisfy Her Majesty's Government that they use due diligence in seeking them, and in offering reasonable inducements to the Chiefs and people to grant them.

(2.) When they are acquired, the Company shall use due diligence in inspecting and prospecting them, and, where they seem reasonably capable of development, in offering the lands and town sites for occupation, and in opening up the mineral areas for working.

(3.) The Company shall reserve, free of rent, for the Crown, such lands in the urban areas as may be required for public buildings, for the dwellings of public servants, for the storing of public property, and for police lines, and for strictly naval and military purposes. As regards the lands now owned by the Crown, such portions of them shall be reserved as Crown property as constitute the sites and surrounding grounds (gardens, &c.) of existing Government buildings.

(4.) The Company shall do its best to induce settlers and miners whom it may introduce to render such reasonable burgher service in defence of the Protectorate as the law may from time to time prescribe.

ARTICLE XVII.

If for any reason the Chartered Company shall make default in paying the stipulated sum of 17,500*l.*, or if they fail to carry out the conditions stipulated in Article XVI, Her Majesty's Government shall have the right to resume all its undeveloped grants and concessions.

ARTICLE XVIII.

At the end of the period of ten years mentioned in Article IX, the question of the sum to be paid by the Chartered Company shall be reconsidered on the basis that provision shall be made for its continuing to bear a reasonable share of the expenses of administration in view of the privileges conferred upon it by this Agreement.

ANNEX III.

Treaties made on behalf of Her Majesty's Government in British Central Africa Protectorate and adjacent Territories.

List of Treaties made on behalf of Her Majesty's Government in British Central Africa Protectorate and adjacent Territories.

No.	Date.	Names of Chiefs and Headmen.	Tribe.	Locality.	Nature of Engagement.	Territory whether defined or not.	Remarks.
1	August 14, 1889	Masea Chief Mulilima „	Makololo .. † ..	West Shiré District ..	Foreign Office model form ..	No ..	Mr. Johnston's No. 9, August 26, 1889.
2	„ 15, „	Katunga „ Mwita „ Kampata „					
3	„ 24, „	Che-Mtambo Headman Ku-Mgala „ Chirobwe „ Che-Mboma Chief Kapeni „ Ku-Matope Headman Che-Msomba „	Yao .. † ..	Blantyre District ..	„ „ „ ..	Yes ..	„ „ „
4	„ 24, „	Mlema „ Mlunga „ Masangano „ Matenjie „ Manjombe „ Machinjiri „	„ .. † ..	Ditto (Headmen of above Chiefs.)	„ „ „ ..	No ..	„ „ „
5	„ 30, „	Kumlandani „ Kungongoti „ Cheehetela „ Chengata „ Akumtawira „ Chiunda „ Kumpama Chief Ku'Malika „ Che-Chekusi „ Chewonga „	„ .. † ..	Zomba District .. (Chiefs on Mount Tshiradzulu.)	„ „ „ ..	Yes ..	Mr. Buchanan's No. 40, October 21, 1889

Note.—The signs *, †, ‡, §, in the "Tribe" column, refer to the British official who signed or witnessed the Treaty.

* = Mr. Johnston. | ‡ = Mr. Sharpe.
† = „ Buchanan. | § = „ Swan.

No.	Date.	Names of Chiefs and Headmen.	Tribe.	Locality.	Nature of Engagement.	Territory whether defined or not.	Remarks.
6	Sept. 2, 1889	Maliri Headman Chechimombo „ Malemia Chief Kolokosa Headman Kumtupa „ Chipule „	Machinga .. † ..	Zomba District .. (Chief on north end of Zomba Mountain)	Foreign Office model form ..	Yes ..	Mr. Buchanan's No. 40, October 21, 1889.
7	„ 3, „	Che-Mlumbi Chief Che-Kalungama Headm. Che-Chirdhe „	Yao .. † ..	Zomba District .. (Chief on south end of Zomba Mountain)	„ „ „ ..	„ ..	„ „ „
8	„ 3, „	Liwonde Chief ..	„ .. * ..	Upper Shiré District..	„ „ „ ..	„ ..	Mr. Johnston's No. 10, September 18, 1889.
9	„ 5, „	Marunda „ ..	„ .. * ..	„ „	„ „ „ ..	No ..	„ „ „
10	„ 6, „	Chikusi „ ..	Angoni .. * ..	South Angoni District	„ „ „ ..	„ ..	„ „ „
11	„ 17, „	Kanguru „ ..	Achewa .. ‡ ..	Portuguese sphere north of Zambesi	„ „ „ ..	Yes ..	Mr. Johnston's No. 6, February 1, 1890.
12	„ 22, „	Undi .. „ ..	„ .. ‡ ..	Between the Loangwa River and the Rivubwi, possibly in Portuguese territory	„ „ „ ..	„ ..	„ „ „
13	„ 22, „	Jumbe of Kota Kota, Sultan	Swahili Arab (people mixed) * ..	West of Lake Nyasa..	Protection	Yes ..	Mr. Johnston's No. , October 16, 1889.
14	„ 24, „	Mlauli (ex-Chief, now Headman)	Makololo .. † ..	Formerly Head Chief of Makolo, deposed by Mr. Buchanan in 1890	Foreign Office model form ..	No ..	Mr. Buchanan's No. 36, September 30, 1889.
15	„ 26, „	Liwewe Chief Chitawonga „	„ .. † ..	Ruo District (now Mbengwa) ..	„ „ „ ..	„ ..	„ „ „

No.	Date.	Names of Chiefs and Headmen.	Tribe.	Locality.	Nature of Engagement.	Territory whether defined or not.	Remarks.
16	October 5, 1889	Palankungu „ ..	Achewa .. ‡ ..	Portuguese sphere north of Zambesi	Foreign Office model form ..	Yes ..	Mr. Johnston's No. 6, February 1, 1890.
17	October 12, „	Njowe	Yao .. † ..	Blantyre District ..	„ „ „ ..	„ ..	Mr .Buchanan's No. 40, October 21, 1889.
18	„ 12, „	Rongwe ..	Atonga .. * ..	West of Lake Nyasa (near Bandawé)	„ „ „ ..	No ..	Mr. Johnston, October 16, 1889.
		Fuka					
		Mpimbi ..					
		Gombo ..					
		Tshimusi ..					
		Tshikuru ..					
		Marenga ..					
		Sawira ..					
		Tshikoko ..					
		Kasuna ..					
		Daambi ..					
		Tshenyenta ..					
19	„ 14, „	Tuli	„ .. * ..	Ditto	„ „ „ ..	Yes ..	„ „
		Tshiponde ..					
		Kabu					
		Matete ..					
		Katshipapa ..					
		Tshigo ..					
		Buana (Chief of Usisyu)					
		Kapeta ..					
		Kadako ..					
		Kwarara ..					
		Mtshenga ..					
20	„ 21, „	Tshigoma ..	Pafulirwa .. * ..	Near Deep Bay, west of Lake Nyasa	„ „ „ ..	„ ..	Mr. Johnston, October 26, 1889.
		Kapika ..					

No.	Date.	Names of Chiefs and Headmen.	Tribe.	Locality.	Nature of Engagement.	Territory whether defined or not.	Remarks.
21	October 22, 1889	Tshirapura .. Mwinyitete .. Kayuni .. Malema .. Mombera .. Karonga .. Kasungula .. Mandiwanga .. Karambo .. Maramura .. Mwangomera ..	Wankonde.. * ..	Karonga, North-west Nyasa, British sphere	Foreign Office model form ..	Yes ..	Mr. Johnston, October 26, 1889.
22	„ 25, „	Mawara .. Mabanga .. Mkanda Pasi .. Kwango .. Mlowe .. Tshimpamba .. Kura-kura .. Bwana .. Mbama ..	Tshombe .. * ..	Mount Waller, North-west Nyasa, British sphere	„ „ „ ..	„ ..	„ „
23	„ 25, „	Kwawa .. Tshimpinga .. Nzanguni .. Mandoni ..	Hara and Nkanga * ..	Deep Bay, west of Lake Nyasa	„ „ „ ..	„ ..	„ „
24	„ 26, „	Makutundu Mwakiusa ..	Mwitete .. * ..	North-east of Nyasa, German sphere	„ „ „ ..	„ ..	„ „
25	„ 29, „	Mwahamba	Parumbira .. * ..	„ „	„ „ „ ..	„ ..	„ „
26	„ 30, „	Mankenja	Mundamba * ..	„ „	„ „ „ ..	„ ..	„ „
27	„ 31, „	Mwanjiwasa .. Mwamaka ..	Mwaja .. * ..	„ „	„ „ „ ..	„ ..	„ „
28	Nov. 3, „	Nyembere	Wuntali .. * ..	North of Songwe R., German sphere	„ „ „ ..	„ ..	Mr. Johnston's No. 6, February 1, 1890
29	„ 4, „	Mpako	Mpako .. * ..	South of Songwe R., British sphere	„ „ „ ..	„ ..	„ „ „

No.	Date.	Names of Chiefs and Headmen.	Tribe.	Locality.	Nature of Engagement.	Territory whether defined or not.	Remarks.
30	Nov. 4, 1889	Mwingi Tshinga ..	Utshinga .. * ..	Songwe River, north-west Nyasa	Foreign Office model form ..	Yes ..	Mr. Johnston's No. 6, February 1, 1890.
31	„ 6, „	Msangano	Umwembe * ..	North of Stevenson Road, British sphere	„ „ „ ..	„ ..	„ „ „
32	„ 10, „	Zowa	Wunyika .. * ..	South of south end of Lake Rukwa	„ „ „ ..	„ ..	„ „ „
33	„ 16, „	Msangawari	Zosia .. * ..	German sphere, north-west Nyasa	„ „ „ ..	„ ..	„ „ „
34	„ 18, „	Mkoma	Wunyamwanga * ..	North of Stevenson Road, British sphere	„ „ „ ..	„ ..	„ „ „
35	„ 19, „	Chiefs of Ukukwe ..	Ukukwe .. * ..	German sphere, north Nyasa	„ „ „ ..	„ ..	„ „ „
36	„ 23, „	Musazu-Fwambo ..	Mambwe .. * ..	On Stevenson Road, near Fife	„ „ „ ..	„ ..	„ „ „
37	„ 29, „	Tafuna	Ulungu .. * ..	East shore of Tanganyika, German sphere	„ „ „ ..	„ ..	„ „ „
38	„ 30, „	Muasi..	Katungu .. ‡ ..	South end Tanganyika	„ „ „ ..	„ ..	„ „ „
39	Dec. 1, „	Kitimbwa	Western Ulungu * ..	Ditto	„ „ „ ..	„ ..	„ „ „
40	„ 6, „	Muriro	Itawa .. * ..	West shore of Lake Tanganyika	„ „ „ ..	„ ..	„ , „
41	„ 9, „	Tshungu	Ulungu .. * ..	South-west of Tanganyika	„ „ „ ..	„ ..	„ „ „
42	„ 14, „	Kera	Mambwe .. * ..	Stevenson Road, near Fife	„ „ „ ..	„ ..	„ „ „
43	„ 15, „	Wangwe .. Mwinyi-Mambwe }	Mambwe .. * ..	Stevenson Road ..	„ „ „ ..	„ ..	„ „ „
44	„ 16, „	Chief of Wakinga ..	Wakinga .. * ..	North-east of Nyasa, German sphere	„ „ „ ..	„ ..	„ „ „
45	„ 19, „	Sikaona	Uwiwa .. * ..	Stevenson Road, near sources of Loangwa River	„ „ „ ..	„ ..	„ „ „
46	„ 20, „	Chiefs of Wutambo - Wuwandia	Wuwandia .. * ..	Ditto	„ „ „ ..	„ ..	, , „
47	January 4, 1890	Kazembe	Katshuru .. * ..	West of Lake Nyasa	, „ „ ..	„ ..	„ „ „

No.	Date.	Names of Chiefs and Headmen	Tribe.	Locality.	Nature of Engagement.	Territory whether defined or not.	Remarks.
48	January 7, 1890	Mponda .. Chief ..	Yao .. * ..	South Nyasa (west of the Shiré)	Foreign Office model form ..	Yes ..	Mr. Johnston's No. 6, February 1, 1890. As regards the Treaties sent home in No. 6 of 1890, Mr. Johnston was told on the 29th March, 1890, that "such of them as refer to the districts which have been reserved for future agreement between Her Majesty's Government and the Government of Germany cannot be considered as having validity."
49	February 17, „	Chikuse .. „ ..	Angoni .. ‡ ..	South Angoniland ..	„ „ „ ..	„ ..	Mr. Johnston, June 10, 1890.
50	March 18, „	Chiwere .. „ ..	„ .. ‡ ..	Angoniland ..	„ „ „ ..	„ ..	Mr. Sharpe to Mr. Johnston, March 26 communicated September 30.
51	April 18, „	Muliro	Achewa .. ‡ ..	On the Loangwa ..	„ „ „ ..	„ ..	„ „
52	May 11, „	Masoni .. Qusa .. Matea .. Chibwana .. Kamangandazi .. Chibwato .. Kameta .. Tomasi .. Nedi .. Chiporoporo .. Mtonda .. Malisao ..	.. .. ‡ ..	.. ..	Declaration that country lying west of the Loangwa River and north of the Zambesi was placed by Mr. Sharpe under British protection	„ ..	„ „
53	„ 12, „	Mwapi	Achewa .. ‡ ..	Mchinga Mountains, west of Loangwa	Foreign Office model form ..	„ ..	„ „
54	July 23, „	Mzingi	Nzigi .. § ..	Tanganyika ..	„ „ „ ..	„ ..	Mr. Johnston, December 5, 1890.
55	„ 30, „	Rusavia	Uzigi .. § ..	„ ..	„ „ „ ..	„ ..	„ „
56	August 5, „	Mohamed-bin-Khalfan ..	Ruzizi .. § ..	„ ..	„ „ „ ..	„ ..	„ „
57	„ 5, „	Kunjoni	Urundi .. § ..	„ ..	„ „ „ ..	„ ..	„ „

No.	Date.	Names of Chiefs and Headmen.	Tribe.	Locality.	Nature of Engagement.	Territory whether defined or not.	Remarks.
58	August 11, 1890	Chekumbo Chief Chingomanje Headman Chinasolo ,,	Yao .. †	Milanji District (south slopes of Mount Milanji)	Foreign Office model form..	Yes	Mr. Buchanan's No. 48, August 30, 1890.
59	,, 16, ,,	Mkanda Chief Nyambo, Emegwe his sons	,, .. †	Milanji District (south-west slopes of Mount Milanji)	,, ,, ,, ..	,, ..	,, ,, ,,
60	,, 18, ,,	Nyeserera Chief Duia Headman Mkamula ,, Mkumba ,,	Auguru .. †	Milanji District (north-west slopes of Mount Milanji)	,, ,, ,, ..	,, ..	,, ,, ,,
61	Sept. 30, ,,	Kazembe Chief ..	Lunda .. ‡ ..	East of Lake Mweru..	,, ,, ,, ..	,, ..	Mr. Johnston, May 3, 1891.
62	October 16, ,,	Nsama ,, ..	Itawa .. ‡ ..	Between Lakes Mweru and Tanganyika	,, ,, ,, ..	,, ..	,, ,,
63	June 15, 1891	Kawinga ,, Kumlomba Headman Clulupenju ,,	Yao .. † ..	Zomba District (north of Mount Zomba)	,, ,, ,, ..	,, ..	Mr. Buchanan's No. 24, June 20, 1891.
64	July 21, ,,	Mpamba ,, Malemia ,, Ntumba ,, Nantumbi ,, Mbangombe ,, Mgona ,, Inyekisa ,, Kotamo ,, Tshipangula ,, Ntshatsha ,, Tengani ,, Domingo ,, Tshata-Ika ,, Beta ,, Tshikao ,, Nkabo ,, Tshipembwe ,, Tshasaka ,, Ntondo ,,	Machinjiri and Makanga * ..	Lower Shiré District	Cession of sovereign and territorial rights	,, ..	Mr. Johnston's No. 10, July 21, 1891.

N.B.—A Deed of Cession by Tshipoka, dated August 14, 1890, is referred to in Mr. Johnston's No. 39 of 1892, but has not been sent home.

No.	Date.	Names of Chiefs and Headmen.	Tribe.	Locality.	Nature of Engagement.	Territory whether defined or not.	Remarks.
65	August 22, 1891	Tshingomanji (late Tshikumbu) Chief	Yao .. * ..	Milanji .. .. (See above, August 11, 1890.)	Cession of all sovereign rights	No ..	Mr. Johnston's No. 25, December 10, 1891.
66	October 24, „	Mponda „ ..	Western Yao * ..	South Nyasa District (See above, January 7, 1890.)	Cession of full sovereign rights and mineral rights, except 5 per cent. profit, as defined in Agreement. Proprietary rights to soil reserved	„ ..	„ „ „
67	„ 31, „	Kazembe „ ..	Rifu .. * ..	West shore Lake Nyasa	Ditto ditto ..	„ ..	„ „ „
68	Nov. 7, „	Zarafi „ Tshindamba „	Of Makandanji clan, eastern section of Matshinga Yao *	South Nyasa District (east of Shiré)	Cession of full sovereign rights; other stipulations defined	Partially ..	„ „ „
		Mkata „	Ditto	Ditto	Agrees to above	„ ..	„ „ „
69	„ 8, „	Mponda „ ..	Western Yao * ..	South Nyasa District (See above, January 7, 1890.)	Cession of proprietary rights to promontory of Cape Maclean	Yes ..	„ „ „
70	„ 13, „	Liwonde „ ..	Yao .. * ..	Upper Shiré District (See above, September 3, 1889.)	Full sovereign and mineral rights, and other privileges	No ..	„ „ „
71	„ 14, „	Masamara and Tshingwalungwalu (Headmen of Mponda)	Western Yao * ..	South Nyasa District	Ditto ditto ..	„ ..	„ „ „
72	Dec. 15, „	Kampama (signed also by Kumalika)	Yao .. † ..	Zomba District .. (See above August 30, 1889.)	All sovereign, including minerals and mining, rights	„ ..	Mr. Johnston's No. 10, March 7, 1892.
73	„ 21, „	Kapeni Chief Maloli Headman Cheluchere „ Machinjiri „ Mangombe „ Chelutambo „ Chelusomba „ Cheluboma Chief Chechirobwe Headman Kuchikwamba „	Blantyre Chiefs †	Blantyre District .. (See above, August 4, 1889.)	Ditto ditto ..	„ ..	„ „ „

No.	Date.	Names of Chiefs and Headmen.	Tribe.	Locality.	Nature of Engagement.	Territory whether defined or not.	Remarks.
		Kuchingombe Headman Chemakata „ Chelusonga „ Malunga „ Makwerani „ Mlenga „ Kuchetunguwe „ Mponda „	Blantyre Chiefs † ..	Blantyre District .. (See above, August 4, 1889.)	All sovereign, including minerals and mining, rights	No	Mr. Johnston's No, 10, March 7, 1892.
74	Feb. 5, 1892	Kumtaja „ ..	Yao .. † ..	Blantyre District ..	Sale of land and buildings ..	Yes ..	Mr. Johnston's No. 15, March 29, 1892.
75	„ 9, „	Masea Chief Mulilima „ Katunga „ John (brother of above) Dadwalu Headman Chibalangondo „ Kahulikira „ Mukuate „ Katemalinga „ Nadzikambe „ Mataya „ Tomali „ Mirambe „ Chiholopolo „ Chikungu „ Mangani „ Kaluhya „ Namila „ Kamuti „ Katimbanyo „ Galuakadwala „ Mtwana „ Chitezi „ Zonzesi „ Kavina „ Chikunto „ Njerenga „	Makololo .. † ..	West Shiré District .. (See above, August 14, 1889.)	All sovereign rights, including all mineral and mining rights, absolutely	No ..	Mr. Johnston's No 10, March 7, 1892

No.	Date.	Names of Chiefs and Headmen.	Tribe.	Locality.	Nature of Engagement.	Territory whether defined or not.	Remarks.
76	March 26, 1892	Malemia	Kumjale .. † ..	Zomba District .. (See above, Sept. 2, 1889.)	*All sovereign rights, including all mineral and mining rights, absolutely, with other stipulations	Yes ..	Mr. Johnston's No. 13, March 28, 1892.
77	„ 28, „	Tshe-Mlumbe Chief ..	.. .. ‡ ..	Zomba District .. (See above, Sept. 3, 1889.)	*Ditto	„	„ „ „
78	May 11, „	Makwira „ ..	Makololo .. * ..	Ruo District .. (Successors to Mlauli: see above, Sept. 24, 1889.)	*All right and title whatsoever to his country, excepting lands, rights, and titles already sold by him	No ..	Mr. Johnston's No. 22, June 22, 1892.
79	June 13, „	Mbengwa „ ..	„ .. * ..	Ditto	*All his sovereign rights, &c., with further explanations	„	„ „ „
80	Nov. 18, „	Mkula „ ..	Itawa and Kabuire ‡..	Between Lakes Mweru and Tanganyika	Cession of all rights as Sultan, including those to ivory and salt	„ ..	Mr. Johnston's No. 3, January 2, 1893.
81	Dec. 29, „	Masea „ Mulilima „ Ganimadzi Katunga „ Mboola (of Tshirala), successor of Kampata and Kasisi Chief Mwitu „ Makwira „ Mbengwa „	Makololo .. * ..	West Shiré District .. (See above, August 14 and 15, 1889.) Ruo District .. (See above, May 11, 1892.)	Whole of territory, with proprietary rights	„ ..	Mr. Johnston's No. 5, January 5, 1891.

* Condition not to sell proprietary rights without permission of Her Majesty's Commissioner.

Form of Treaty sent to Commissioner Johnston, May 31, 1889.

Treaty made at , in ,
this day of , in the year 18 , between

for and on behalf of Her Majesty the Queen of Great Britain and Ireland, Empress of India, &c., her heirs and successors, on the one part, and the Undersigned, , for heirs and successors, on the other part.

, the Undersigned, , do in the presence of Headmen and people assembled at this place hereby promise :—

1st. That there shall be peace between the subjects of the Queen of England and subjects.

2nd. That British subjects shall have free access to all parts of , and shall have the right to build houses and possess property according to the laws in force in this country ; that they shall have full liberty to carry on such trade or manufacture as may be approved by Her Majesty ; and should any difference arise between the aforesaid British subjects and the said as to the duties or customs to be paid to the said or the Headmen of the towns in country by such British subjects or as to any other matter, that the dispute shall be referred to a duly authorized Representative of Her Majesty, whose decision in the matter shall be binding and final ; and that will not extend the rights thus guaranteed to British subjects to any other persons without the knowledge and consent of such Representative.

3rd. That the said will at no time whatever cede any of territory to any other Power, or enter into any Agreement, Treaty, or arrangement with any foreign Government except through and with the consent of the Government of Her Majesty the Queen of England, &c.

Done at , this day of , 18 .

Signed in the presence of .

We, the Undersigned, do swear that we have truly and honestly interpreted the terms of the foregoing Agreement to the Contracting Parties, in the language.

Witness to signatures :

Treaties referred to in List.

No. 1.

Treaty with four Makololo Chiefs, dated August 14, 1889.

[On Foreign Office Form.]

I, Mwita, a Makololo Chief, do hereby add my name to this Treaty, and do fully accept its conditions, in witness whereof I append my signature.

Done at Katunga's this 15th day of August, 1889.

(Signed) MWITA, his × mark.

Signed in the presence of—

(Signed) H. H. JOHNSTON, *Her Majesty's Consul.*
JOHN BUCHANAN, *Her Majesty's Acting Consul.*
E. HAYNK SHARRER.

We, the Undersigned, do swear that we have truly and honestly interpreted the terms of the foregoing Agreement to the Chief Mwita.

(Signed) JOHN W. MOIR.
D. MALOTA.

Witness to signatures:

(Signed) H. H. JOHNSTON, *Her Majesty's Consul.*

No. 2.

Treaty with Kampata, a Makololo Chief, dated August 15, 1889.

[On Foreign Office Form.]

No. 3.

Treaty with seven Yao Chiefs, dated August 24, 1889.

[On Foreign Office Form.]

It is hereby agreed that the district over which this Treaty shall extend and be in force shall be defined as follows:—

On the south, west, and north by the Makololo country; on the north-east by the lands of the Zomba Chiefs; and on the east by Kumpama's territory.

(Signed) KAPENI, his × mark.
KU-MATOPE, *ditto.*
JOHN BUCHANAN, *Her Majesty's Acting Consul.*

Witness to signatures:

(Signed) H. H. JOHNSTON, *Her Majesty's Consul.*

No. 4.

Treaty with six Yao Chiefs, dated August 24, 1889.

[On Foreign Office Form.]

No. 5.

Treaty with Yao Chiefs at Chirasulo, Kumpama, dated August 30, 1889.

[On Foreign Office Form.]

It is hereby agreed that the limits of the Chirasulo territories shall be defined as follows:—

On the north by the lands of the Zomba Chiefs; on the east and south-east by the territories of the Machemba and Mlanje Range Chiefs; and on the south and west by the territories of the Makololo and Ndilandi Chiefs.

(Signed) KUMPAMA, his × mark.
JOHN BUCHANAN, *Her Majesty's Acting Consul.*
ROBERT CLELAND.

No. 6.

Treaty with Machinga Chiefs, at Zomba, Malemia, dated September 2, 1889,

[On Foreign Office Form.]

It is hereby agreed that the limits of the territory of the Machinga Chiefs at Zomba and Malosa shall be defined as follows:—

On the south by the territories of the Machemba and Chirasulo Chiefs; on the west by the territories of the Wayao at Usenene and Zomba; on the north by the Machinga Chiefs at Chikala; and on the east by the eastern shores of Lake Shirwa.

(Signed) MELEMIA, his × mark.
JOHN BUCHANAN, *Her Majesty's Acting Consul.*

Witness:
(Signed) ALEXANDER HETHERWICK.

No. 7.

Treaty with Yao Chiefs, Zomba, Chemlumbi, dated September 3, 1889.]

[On Foreign Office Form.]

It is hereby agreed that the limits of the territory of the undersigned Yao Chiefs shall be defined as follows:—

On the east by the territory of the Machinga Chiefs at Zomba and Malosa; on the south by the territory of the Yao Chiefs of the Chirasulo district; on the west and south-west by the territory of the Makololo Chiefs; and on the north by the territory of the Machinga Chiefs of the Chikala district.

(Signed) CHE MLUMBI, his × mark.
JOHN BUCHANAN, *Her Majesty's Acting Consul.*

Witnesses:
(Signed) ROBERT BUCHANAN.
SOMANJE.

No. 8.

Treaty with Liwonde, dated September 3, 1889.

[On Foreign Office Form.]

It is hereby agreed that the territory of Liwonde is bounded on the north by Mponda's country; on the east by the territory of the Yao Chiefs of Zomba; on the south by the Makololo country; and on the west by Chikusi's dominions.

(Signed) LIWONDE, his × mark.
H. H. JOHNSTON, *Her Majesty's Consul.*

Witness to signatures:
(Signed) JOHN L. NICOLL.

No. 9.

Treaty with Marunda, dated September 5, 1889.

[On Foreign Office Form.]

No. 10.

Treaty with Chikusi, dated September 6, 1889.

[On Foreign Office Form.]

No. 11.

Treaty with Kanguru, dated September 17, 1889.

[On Foreign Office Form.]

The limits of the country included by this Treaty are defined as follows, by mutual agreement between Her Majesty the Queen of Great Britain and Ireland, &c., and the Chief Kanguru:—

On the north my said country is bounded by Mpeseni's country; on the north-east by Chiwere's country; on the east by the country held by Palankungu; on the west by Undi's country; on the south-east by the Makanga country; on the south and south-west by the 15° south latitude.

(Signed) KANGURU, his × mark.
ALFRED SHARPE.

Witnesses:
(Signed) CHIMUTU, his × mark.
KAMTITI, *ditto.*

No. 12.

Treaty with Undi, dated September 22, 1889.

[On Foreign Office Form.]

The limits of the country included by this Treaty are defined as follows, by mutual agreement between Her Majesty the Queen of Great Britain and Ireland, &c, and the Chief Undi:—

On the north the said country is bounded by by Mpeseni's; on the east by the Pomvi River; on the west by Tinde's country (who lives on the bank of the Loangwa

River); on the south by the country along the banks of the Zambesi, inhabited by the Chikunda.

(Signed) UNDI, his × mark.
ALFRED SHARPE.

Witness to signatures:
(Signed) CHIMUTU, his × mark.

No. 13.

Treaty with Kisutu Jumbe, dated September 22, 1889.

Treaty made at Kota Kota, in the country of Marimba, on the west coast of Nyassa, on the 22nd day of September, 1889, between Henry Hamilton Johnston, Esq., Her Majesty's Consul, for and on behalf of Her Majesty the Queen of Great Britain and Ireland, Empress of India, &c., her heirs and successors, on the one part; and the Undersigned, Kisutu Jumbe, of Kota Kota, Sultan of Marimba, for his heirs and successors, on the other part.

I, THE Undersigned, Kisutu Jumbe, of Kota Kota, in the country of Marimba, on the western shores of Lake Nyassa, do hereby agree:—

1. That I will place myself, my people, and my dominions under the protection of Her Majesty the Queen of Great Britain and Ireland, Empress of India, &c.

2. The limits of my territory along the west coast of Nyassa shall be on the south the town of Ndindi and the River Levise, and on the north a point 20 miles south of the Mission station at Bandawe, and inland the present boundaries of the country of Marimba.

3. That I will not extend my dominions in any direction without the sanction of Her Majesty the Queen of Great Britain and Ireland, or her Representative in Nyassaland.

4. That I will follow in all matters the advice of the duly authorized Representative of Her Majesty the Queen of Great Britain and Ireland in Nyassaland, and will not make war or conclude peace without his permission.

5. My relations with all foreign Powers shall be carried on through the medium of Her Majesty's Representative in Nyassaland.

Done at Kota Kota, on the west shores of Lake Nyassa, this 22nd day of September, 1889.

(Signed) JUMBE, *Sultan of Marimba.*
H. H. JOHNSTON, *Her Majesty's Consul.*

Witnesses to signatures:
(Signed) MWINYI MKUW.
BWANA ALI.
KIONGWE.
CHAUNCY MAPLES, *Archdeacon of Nyassa,*
Universities' Mission, Central Africa.

We, the Undersigned, do swear that we have truly and honestly interpreted the the terms of the foregoing Agreement to Jumbe, of Kota Kota, in the Kiswahili language, and that he, the said Jumbe, has been furnished with a written translation of this Treaty in the Kiswahili language written out by us.

(Signed) KIONGWE.
SALEH.
CHAUNCY MAPLES, *Archdeacon of Nyassa,*
Universities' Mission, Central Africa.

Witness to signatures:
(Signed) H. H. JOHNSTON, *Her Majesty's Consul.*

No. 14.

Treaty made at Mbewe, September 24, 1889, *with Mlauli, Makolólo Chief.*

[On Foreign Office Form.]

No. 15.

Treaty made at Chilomo (Ruo), September 26, 1889, *with Liwewe and Chitawonga, Sons of the late Chiputula.*

[On Foreign Office Form.]

No. 16.

Treaty with Palankungu, dated October 5, 1889.

[On Foreign Office Form.]

The limits of the country included by this Treaty are defined as follows, by mutual agreement between Her Majesty the Queen of Great Britain and Ireland, &c., and the Chief Palankungu :—

On the north the said country is bounded by 14° 20′ south latitude, or thereabouts; on the east by the Kami River; on the west by the country held by Kanguru; on the south by the Makanga country.

(Signed) PALANKUNGU, his × mark.
ALFRED SHARPE.

Witness :
(Signed) CHIMUTU, his × mark.

No. 17.

Treaty with Yao Chief Njowe, dated October 12, 1889.

[On Foreign Office Form.]

It is hereby agreed that the limits of Njowe's country shall be defined as follows :—

Commencing at the Linjisi River, at Msamba, and thence to the Lirangwi, at Milola, and onwards to the Lunzu, at Chekaloujele's; thence, by Senje and Machinjiri, to Mount Pemba; thence, following the Makololo boundary, to the River Shiré, and ascending the River Shiré to the mouth of the Linjisi, and onwards, on the left bank of the Linjisi, to Msamba.

(Signed) NJOWE, his × mark.
JOHN BUCHANAN, *Her Majesty's Acting Consul for Nyassa.*

Witnesses :
(Signed) HENRY HENDERSON.
DAVID BUCHANAN, *Planter, Mudi.*

No. 18.

Treaty with Atonga Chiefs, dated October 12, 1889.

[On Foreign Office Form.]

No. 19.

Treaty with Atonga Chiefs, dated October 14, 1889.

[On Foreign Office Form.]

It is hereby agreed by the Undersigned that the district over which this Treaty shall be in force shall extend along the west coast of Lake Nyassa from the northern boundary of Jumbe's country on the south (at a point 20 miles south of the Mission station at Bandawe), to the south or right bank of the River Rikuru (or Lukuru) on the north, and inland as far as the limits of the Angoni country.

(Signed) TULI, his × mark.
TSHIPONDE, *ditto.*
KABU, *ditto.*
MATETE, *ditto.*
KATSHIPAPA, *ditto.*
TSHIGO, *ditto.*
BUANA, *ditto.*
KAPETA, *ditto.*
KADAKO, *ditto.*
KWARARA, *ditto.*
MTSHENGA, *ditto.*
H. H. JOHNSTON, *Her Majesty's Consul.*

Witnesses to signatures :
(Signed) Robert Laws, M.A., M.D., *Livingstonia Mission.*
Robt. Gossip, Jr., *ditto.*

No. 20.

Treaty with the Chiefs of Pafulirwa, dated October 21, 1889.

[On Foreign Office Form.]

The boundaries of the Pafulirwa country are on the coast-line of the Tawiru River on the north, and the river entering Nkanga or "Deep Bay" on the south, and inland the Mpoka range of mountains.

(Signed) TSHIGOMA, his × mark.
KAPIKA, *ditto.*
H. H. JOHNSTON, *Her Majesty's Consul.*

Witness to signatures :
(Signed) Low Monteith Fotheringham, *Agent,*
African Lakes Company, Karonga's.

No. 21.

Treaty with Wankonde Chiefs, dated October 22, 1889.

[On Foreign Office Form.]

The boundaries of the Unkonde (Wankonde) country herein referred to are declared to be the following:—

On the coast of Lake Nyassa, from the right bank of the Songwe River (about 9° 40′ south latitude) on the north, to the left bank of the Tawira streamlet on the south (about 10° 16′ south latitude); and inland, proceeding from north to south, the Inyembe, Siru, and Mlamwi ranges of mountains.

(Signed) MWINYITETE, his × mark.
KAYUNI, *ditto.*
MALEMA, *ditto.*
MOMBERA, *ditto.*
TSHIRAPURA, *ditto.*
KARONGA, *ditto.*
KASUNGULA, *ditto.*
MANDIWANGA, *ditto.*
KARAMBO, *ditto.*
MARAMURA, *ditto.*
MWANGOMERA, *ditto.*
H. H. JOHNSTON, *Her Majesty's Consul.*

Witness to signatures:
(Signed) LOW MONTEITH FOTHERINGHAM.

No. 22.

Treaty with the Chiefs of Tshombe, dated October 25, 1889.

[On Foreign Office Form.]

The boundaries of the Tshombe or Mount Waller country, herein referred to, are declared to be the following:—

On the west coast of Lake Nyassa, from the mouth of the River Tshitimba (in about south latitude 10° 37′) on the north to a distance of 10 miles from the south bank of the mouth of the River Rukuru; on the south, and inland for a distance of 15 miles due west.

(Signed) H. H. JOHNSTON, *Her Majesty's Consul.*
MAWURA, his × mark.
MABANGA, *ditto.*
MKANDA PASI, *ditto.*
KWANGO, *ditto.*
MLOWE, *ditto,*
TSHIMPAMBA, *ditto.*
KURA KURA, *ditto.*
BWANA, *ditto.*
MBAMA, *ditto.*

Witness to signatures:
(Signed) JOHN L. NICOLL.

No. 23.

Treaty with the Chiefs of Hara and Mkanga, dated October 25, 1889.

[On Foreign Office Form.]

The boundaries of the Hara and Nkanga countries (Deep Bay district) herein referred to are declared to be the following:—

The west coast of Lake Nyassa from the north point of Deep Bay (including that bay) on the north, to the mouth of the River Tshitimba (about south latitude 10° 37′); on the south and inland a line running due north and south at a distance of 15 miles from the coast.

(Signed) KWAWA, his × mark.
TSHIMPINGA, *ditto.*
NZANGUNI, *ditto.*
MANDONI, *ditto.*
H. H. JOHNSTON, *Her Majesty's Consul.*

Witness to signatures:
(Signed) JOHN L. NICOLL.

No. 24.

Treaty with Makutundu Mwakiusa, dated October 26, 1889.

[On Foreign Office Form.]

The boundaries of the Mwitete country herein referred to are declared to be the following:—

On the north, the right or south bank of the Kawira River; on the east, the shores of Lake Nyassa; on the south, the left or north bank of the Songwe River; and on the west, the Bundali or Uuntali Mountains.

(Signed) MAKUTUNDU MWAKIUSA, his × mark,
Chief of Mwitete.
H. H. JOHNSTON, *Her Majesty's Consul.*

Witness to signatures:
(Signed) JOHN L. NICOLL.

No. 25.

Treaty with Mwahamba, dated October 29, 1889.

[On Foreign Office Form.]

The boundaries of the Parumbira country herein referred to are declared to be the following:—

On the west, the north-east coast of Lake Nyassa from the mouth of the River Isaru (at Nkanda); on the north, to the mouth of the River Liangola or Karondo (or a point in south latitude 9° 37′) on the south; on the south, the left bank of the Liangola for a distance of 5 miles inland; and on the east, a line running at a distance of 5 miles from the coast till it reaches the River Isaru, the left bank of which it follows to Nkanda on the lake shore.

(Signed) H. H. JOHNSTON, *Her Majesty's Consul.*
MWAHAMBA, his × mark.

Witness to signatures:
(Signed) STEWART BURTON.

No. 26.

Treaty with Mankenja, dated October 30, 1889.

[On Foreign Office Form.]

The boundaries of the Mundamba country herein referred to are declared to be the following:—

On the south the north coast of Lake Nyassa, between the mouth of the River Isaru at Nkanda (about 9° 33′ south latitude) and the right, or west, bank of the River Lufira; on the east the right bank of the River Isaru for a distance of 18 miles in a straight line due north; on the west the right bank of the River Lufira up to the base of the Livingstone, or Mambi, Mountains, which range constitutes the northern boundary of Mundamba.

(Signed) MANKENJA, his × mark.
H. H. JOHNSTON, *Her Majesty's Consul.*

Witness to signatures:
(Signed) STEWART BURTON.

No. 27.

Treaty with the Chiefs of Mwaja, dated October 31, 1889.

[On Foreign Office Form.]

The boundaries of the Mwaja country herein referred to are declared to be the following:—

On the east Mañkenja's country and the right bank of the River Lufira up to a point where the river reaches south latitude 9° 15′, and the Wukukwe country begins; on the north the southern boundaries of the Wukukwe country as far as the upper waters of the Kawira, or Kukuwira, River, the left bank of which stream constitutes the western boundary as far as the shores of Lake Nyassa. The southern limit is the lake shore between the Rivers Kawira and Lufira.

(Signed) MWANJIWASA, his × mark.
MWAMAKA, *ditto.*
H. H. JOHNSTON, *Her Majesty's Consul.*

Witness to signatures:
(Signed) STEWART BURTON.

No. 28.

Treaty with Nyembere, dated November 3, 1889.

[On Foreign Office Form.]

The boundaries of the Wuntali country herein referred to are declared to be the following:—

On the north the country of Ukukwe and the right bank of the River Kewera (Kawira, Rukuwiro); on the east the country of Mwisete; on the south the left bank of the River Songwe; and on the west the country of Wurambia.

(Signed) NYEMBERE, his × mark.
H. H. JOHNSTON, *Her Majesty's Consul.*

Witness to signatures:
(Signed) JOHN L. NICOLL.

No. 29.

Treaty with the Chiefs of Mpako, dated November 4, 1889.

[On Foreign Office Form.]

The boundaries of the Mpako country herein referred to are declared to be the following:—

The country of Mpako is bounded on the south by Wurambia, on the west by Wiwa, on the east by Mwenepache, and on the north by Zunda.

(Signed) MWENE PAKO, his × mark.
CHIEMBERO, *ditto.*
CHITUMBA, *ditto.*
MANDAWARIRA, *ditto.*
H. H. JOHNSTON, *Her Majesty's Consul.*

Witnesses to signatures:
(Signed) TIMOTHY BWANA.
MWANYONGO, his × mark.
PONDEMARI, *ditto.*

No. 30.

Treaty with Mwinyi Tshinga, dated November 4, 1889.

[On Foreign Office Form.]

The boundaries of the country of Utshinga herein referred to are declared to be the following:—

On the north the River Songwe and the country of Wuntali; on the east the country of Wusukwe; on the south and west the country of Utambo.

(Signed) MWINYI TSHINGA, his × mark.
H. H. JOHNSTON, *Her Majesty's Consul.*

Witness to signatures:
(Signed) JOHN L. NICOLL.

No. 31.

Treaty with Msangano, dated November 6, 1889.

[On Foreign Office Form.]

The boundaries of the Umwembe (Wunyiha) country herein referred to are declared to be the following:—

On the north the country of Mung'amba (Mwinyi Tshumia's district of Wunyiha or Uunyika); on the east the River Songwe down to its confluence with the Kantesia; on the south and west the Awira and Tshingambo ranges of mountains.

(Signed) MSANGANO, his × mark.
H. H. JOHNSTON, *Her Majesty's Consul.*

Witness to signatures:
(Signed) JOHN L. NICOLL.

No. 32.

Treaty with Zowa, dated November 10, 1889.

[On Foreign Office Form.]

The boundaries of the Wunyiha (Unyika) country herein referred to are declared to be the following :—

On the north the countries of Wungu and Usafwa (Usafa); on the east the western slopes of the Yomalema, Mumboya, and Mungambo ranges of mountains; on the south the country of Wurambia; and on the west the country of Wunyamwanga.

(Signed) ZOWA, his × mark.
H. H. JOHNSTON, *Her Majesty's Consul.*

Witness to signatures :
(Signed) JOHN L. NICOLL.

No. 33.

Treaty with Msangawari, dated November 16, 1889.

[On Foreign Office Form.]

The boundaries of the country of Zosia (part of North-west Wunyiha) are declared to be the following :—

On the north the country of Wanda; on the east the country of Wunyiha, ruled over by the Chief Zowa; on the south Mwinyi Chumia's country; and on the west the country of Unyamwanga.

(Signed) MSANGAWARI, his × mark.
H. H. JOHNSTON, *Her Majesty's Consul.*

Witness to signatures :
(Signed) JOHN L. NICOLL.

No. 34.

Treaty with Mkoma, dated November 18, 1889.

[On Foreign Office Form.]

The boundaries of the Wunyamwanga country herein referred to are declared to be the following :—

On the north the countries of Wunyiha and Wuanda; on the east Wunyiha, Umwembe, and Wurambia; on the south the country of Uwiwa; and on the west the River Tshambeze and the country of Mambwe.

(Signed) MKOMA, his × mark.
H. H. JOHNSTON, *Her Majesty's Consul.*

Witness to signatures :
(Signed) JOHN L. NICOLL.

No. 35.

Treaty with the Chiefs of Ukukwe, dated November 19, 1889.

[On Foreign Office Form.]

The boundaries of the Ukukwe country herein referred to are declared to be the following:—

Beginning from Urungwe Hill on the north, and thence extending round by the large mountain range lying to the west and north-west called Maliro and Mlapi which divides the countries of Unyika and Wuntali from Ukukwe, it thence comes round in an easterly direction and joins on to the Konde country to those districts belonging to Mwakatunda, Manjawara, and Mankenja.

(Signed) H. H. JOHNSTON, *Her Majesty's Consul.*
MWAMBONEKA, his × mark.
MWAMBAGI, *ditto.*
KARARAMUKA, *ditto.*
SWEWE, *ditto.*
MACHIBUTI, *ditto.*
MWASUMPIKETE, *ditto.*
MASHOWA, *ditto.*

Witness to signatures:
(Signed) LOW MONTEITH FOTHERINGHAM.

No. 36.

Treaty with the Chiefs of Musazu-Fwambo, dated November 23, 1889.

[On Foreign Office Form.]

The boundaries of the Musazu-Fwambo country herein referred to are declared to be the following (Musazu-Fwambo being a district of Mambwe):—

On the north the River Lumi; on the east the country of Mti Mkulu; on the south the Mantshene or Fwambo range of mountains; and on the west the Urungu country.

(Signed) PENZA, his × mark.
MUKANGWA, *ditto.*
H. H. JOHNSTON, *Her Majesty's Consul.*

Witness to signatures:
(Signed) JOHN L. NICOLL.

No. 37.

Treaty with Tafuna, dated November 29, 1889.

[On Foreign Office Form.]

The boundaries of the country of Eastern Ulungu herein referred to are declared to be the following:—

On the north the River Kawa as far as the boundaries of Fipa; on the east the country of Fipa and the country of Wuanda (at a distance of 30 miles from the coast of Tanganyika); on the south the country of Mambwe; and on the west the River Lofu and the coast of Lake Tanganyika from the mouth of the River Lofu to the mouth of the River Kawa.

(Signed) TAFUNA, his × mark.
H. H. JOHNSTON, *Her Majesty's Consul.*

Witness to signatures:
(Signed) ALFRED J. SWANN.

No. 38.

Treaty with Muasi, dated November 30, 1889.

[On Foreign Office Form.]

The limits of the country included within this Treaty are defined as follows, by mutual agreement between Her Majesty the Queen of Great Britain and Ireland, &c., and the said Muasi:—

On the north by the borders of Chikumbi's country, commencing about 12° 30′ south latitude; on the south by the Ruazezi stream; on the south-east by the Bua River; on the east by about 33° 35′ east longitude; on the south-west by the upper portions of the Lukusha River; on the west by about 32° 40′ east longitude.

(Signed) ALFRED SHARPE.
MUASI, his × mark.

Witnesses to signatures:

(Signed) SITA, *Native of Zochi, Shiré Highlands.*
ZUSA, his × mark, *Native of Karali, Lake Nyassa.*

No. 39.

Treaty with Kitimbwa, dated December 1, 1889.

[On Foreign Office Form.]

The boundaries of Kitimbwa's country herein referred to are declared to be the following:—

On the north the coast of Lake Tanganyika between the mouths of the Rivers Lofu and Lonzua; on the east the course of the River Lonzua; on the south the country of Isunga; and on the west the course of the River Lofu.

(Signed) KITIMBWA, his × mark.
H. H. JOHNSTON, *Her Majesty's Consul.*

Witness to signatures:

(Signed) ALFRED J. SWANN.

No. 40.

Treaty with Muriro, dated December 6, 1889.

[On Foreign Office Form.]

The boundaries of the country of Itawa herein referred to are declared to be the following:—

On the north the southern boundary of the country of Marungu; on the east the coast of Lake Tanganyika from and including Kalungu or Akalungu Point (in latitude 8° 15′, and longitude 30° 36′ east) to the left bank of the River Kamba (in latitude 8° 35′ and longitude 30° 34′ east), and thence the eastern boundary of Ulungu; on the south the country of Kazembe; and on the west the north-east coast of Lake Moero.

(Signed) MURIRO, his × mark.
H. H. JOHNSTON, *Her Majesty's Consul.*

Witness to signatures:

(Signed) ALFRED J. SWANN.

No. 41.

Treaty with Tshungu, dated December 9, 1889.

[On Foreign Office Form.]

The boundaries of Tshungu's country herein referred to are declared to be the following:—

In the first place, as the country more immediately under Tshungu's rule, his territory is delimited on the north by the coast of Lake Tanganyika, between the right bank of the mouth of the River Kamba (in latitude 8° 35′ and longitude 30° 34′ east) and the left bank of the River Lofu at its mouth; on the east by the course of the River Lofu up to its junction with the River Mombazi; on the south the River Mombazi and the countries of Lobemba and Kazembe; and on the west the country of Itawa.

In the second place, Tshungu's suzerainty is acknowledged over all the country of Ulungu.

(Signed) TSHUNGU, his × mark.
H. H. JOHNSTON, *Her Majesty's Consul.*

Witness to signatures:
(Signed) ALFRED J. SWANN.

No. 42.

Treaty with Kera, dated December 14, 1889.

[On Foreign Office Form.]

The boundaries of Kera's district of the Mambwe country herein referred to are declared to be as follows:—

On the north the Fwambo Hills and the territories of Fwambo and Penza; on the east the Rivers Lumi and Saisi; on the south a line drawn west-south-west from the River Saisi to Mount Sunsu; and on the west the eastern limits of the country of Ulungu.

(Signed) MWINYI KERA, his × mark.
H. H. JOHNSTON, *Her Majesty's Consul.*

Witness to signatures:
(Signed) JOHN L. NICOLL.

No. 43.

Treaty with Wangwe, dated December 15, 1889.

[On Foreign Office Form.]

The boundaries of the entire Mambwe country herein referred to, of which Wangwe is Paramount Chief, are hereby declared to be as follows:—

On the north a line running east and west at 8° 45′ south latitude; on the east the western limits of the country of Inyamwanga, or a line running north and south at 32° 15′ east longitude; on the south a line running east and west at 9° 30′ south latitude; and on the west the range of the Losanswe or Wasunsu Mountains on the eastern limits of the country of Ulungu.

(Signed) WANGWE, his × mark.
H. H. JOHNSTON, *Her Majesty's Consul.*

Witness to signatures:
(Signed) JOHN L. NICOLL.

No. 44.

Treaty with the Mwini Lumbiro Mewoka, dated December 16, 1889.

[On Foreign Office Form.]

The boundaries of the Wakinga country herein referred to are declared to be the following :—

Beginning on the north, the boundary follows the Pohanass range of hills as far as the Utundara River ; thence it turns in a south-westerly direction, taking the right bank of the Utundara as its eastern and southern boundary, as far as the confluence of that river with a river flowing from the north-west corner of the Pohanass range in a southerly direction, which latter river constitutes its western boundary, and completes the boundaries.

(Signed) MWINI LUMBIRO MEWOKA, his × mark.
H. H. JOHNSTON, *Her Majesty's Consul.*

Witness to signatures :
(Signed) STEWART BURTON.

No. 45.

Treaty with Sikaona, dated December 19, 1889.

[On Foreign Office Form.]

The boundaries of the Uwiwa country herein referred to are declared to be the following :—

On the north the Unyamwanga and Urambia countries, and the Awiwa range of mountains ; on the east the countries of Utambo and Usenga ; on the south the Bubisa country ; and on the west the River Chambeze.

(Signed) SIKAONA, his × mark.
H. H. JOHNSTON, *Her Majesty's Consul.*

Witness to signatures :
(Signed) JOHN L. NICOLL.

No. 46.

Treaty with the Chiefs of Wutambo-Wuwandia, dated December 20, 1889.

[On Foreign Office Form.]

The boundaries of the Wutambo-Wuwandia countries herein referred to are declared to be as follows :—

On the north the River Songwe ; on the east the Wunkonde country of Lake Nyassa ; on the south the River Lufira and the Busenga country ; and on the west the Uwiwa country.

(Signed) MUTITIMIA, his × mark.
MWINYI WANDIA, *ditto.*
H. H. JOHNSTON, *Her Majesty's Consul.*

Witness to signatures :
(Signed) JOHN L. NICOLL.

No. 47.

Treaty with Kazembe, dated January 4, 1890.

[On Foreign Office Form.]

The boundaries of the country of Katshuru herein referred to are declared to be the following:—

On the north the southern boundary of the country of Marimba (Jumbe's); on the east the west shore of Lake Nyassa from the mouth of the River Ringazi on the north to the mouth of the River Mlendjezi (Mpemba River) on the south; on the south the River Mlendjezi and the Angoni country; and on the west the Angoni country of Kitete, Kiwere, Kidoti, and the River Katete, and the country of Jumbe.

(Signed) MUHAMMADI KAZEMBE-BIN-OMARI-BIN-AL-MASANINGA.
H. H. JOHNSTON, *Her Majesty's Consul.*

Witnesses to signatures:
(Signed) ALFRED SHARPE.
ANDREW B. BELL.

No. 48.

Treaty with Mponda, dated January 7, 1890.

[On Foreign Office Form.]

The boundaries of Mponda's country herein referred to are declared to be the following:—

On the north and east the south-west coast of Lake Nyassa and the left or west bank of the River Shiré, from a point at the mouth of the River Lekua (about latitude 14° 20′ south, and longitude 34° 40′ east); on the west to the corner of the north end of Lake Pamalombwe, on the left bank of the River Shiré on the east; on the south and west the boundaries of Marunda's and Tshikusi's (the Yao Tshikusi's) country and the boundaries of the Angoni Chief Tshikusi's country.

(Signed) MPONDA-BIN-KIKUSI YASSA (in Arabic).
H. H. JOHNSTON, *Her Majesty's Consul.*

Witness to signatures:
(Signed) ALFRED SHARPE.

No. 49.

Treaty with Chikuse, dated February 17, 1890.

[On Foreign Office Form.]

WE, the Undersigned, do hereby certify that after this Treaty had been laid before the said Chikuse, and interpreted and thoroughly explained to him, he, with his Council of Headmen assembled, after due consideration, informed us that he entirely approved of and agreed to the conditions and clauses herein set forth, and would carry them out, and that the description given herein of his country was correct; but that he did not understand writing, and objected to put any mark hereon, as it was mysterious to him. He consented to accept the British flag, and accordingly it was given him by the undersigned Alfred Sharpe, the said Chikuse at the same time agreeing to fly the flag, and to consider himself in future as a subject of Her Majesty the Queen of Great Britain and Ireland, &c.

Dated this 17th day of February, 1890.

(Signed) ALFRED SHARPE, *Solicitor of the Supreme Court of Westminster.*
TOM TAYLOR NASH, *Employé of the African Lakes Company (Limited).*

Witness:
(Signed) JAMES MELDRUM,
Native of Zochi, Shiré Highlands.

I, the Undersigued, do swear that I have truly and honestly interpreted the terms of the foregoing Agreement to the Contracting Parties in the Achewa language.

(Signed) JAMES MELDRUM.

Witness to signature:
(Signed) ALFRED SHARPE.

The limits of the Angoni country under the control of the said Chikuse are defined as follows by mutual agreement between Her Majesty the Queen of Great Britain and Ireland, &c., and the said Chikuse:—

On the north-east by the country of Mponda; on the north by Lake Nyassa and the Levite River; on the west by the Dilongwe River and by the Achewa (Maravi) country; on the south by the Makanga country and by about 15° 15′ south latitude; on the east by the Shiré River.

(Signed) ALFRED SHARPE.

We, the Undersigned, also hereby certify that, at the request of the said Chikuse, and in the presence of his Council assembled, we this day formally hoisted the British flag.

Dated this 18th day of February, 1890.

(Signed) ALFRED SHARPE.
TOM TAYLOR NASH.

Witness:
(Signed) JAMES MELDRUM.

No. 50.

Treaty with Chiwere, dated March 18, 1890.

[On Foreign Office Form.]

The limits of the country under the control of the said Chiwere are defined as follows, by mutual agreement between Her Majesty the Queen of Great Britain and Ireland, &c., and the said Chiwere:—

On the north by the Lingazi River (otherwise Mkula River); on the west by the Upper Bua River and the Upper Lingadzi River (said to run to the Zambesi); on the south by the Dilongwe River; on the east by a line roughly drawn from the junction of Dilongwe and Lintippi Rivers northward to the mouth of Lingazi (or Mkula) River.

(Signed) CHIWERE, his × mark.
ALFRED SHARPE.

Witness to signatures:
(Signed) NIERELI, his × mark.
Witness:
(Signed) ALFRED SHARPE.

No. 51.

Treaty with Muliro, dated April 18, 1890.

[On Foreign Office Form.]

I, the said Muliro, do moreover declare that the country in which I now dwell, and over which I have control, on the west side of the Loangwa River, was occupied by me some years ago, being then uninhabited.

That my own original possessions are on the east side of the Loangwa River, and are bounded as follows: —

On the west by the Loangwa River; on the north by south latitude 14° (or thereabouts); on the east by Mpeseni's and Undi's countries; on the south by south latitude 15° (or thereabouts).

That I left my own original country on account of the constant raids made against me by Matakenya, the great Chief on the Zambesi, who has killed all the people who lived formerly on the Loangwa River, except the few who have fled north and west.

(Signed) MULIRO, his × mark.

Witness:
(Signed) ALFRED SHARPE.

No. 52.

Declaration as to the hoisting of the British Flag on the North Bank of the Zambesi (Upper), and placing of Country under British Protection.

WE, the Undersigned, do hereby make oath and declare that, in our presence, on the 1st day of May, 1890, the British flag was hoisted by Alfred Sharpe on the north bank of the Zambesi River in longitude east 29° 48′ (or thereabouts); and that, at the same time, a formal declaration was made by the said Alfred Sharpe placing all the country lying west of the Loangwa River and north of the Zambesi under the protection of Her Majesty the Queen of Great Britain and Ireland, &c.

Dated this 11th day of May, 1890.

(Signed) MASONI, his × mark,
QUSA, *ditto*,
MAHEA, *ditto*,
CHIBWANA, *ditto*,
KAMANGANDAZI, *ditto*,
CHIBWATO, *ditto*,
KAMETA, *ditto*,
TOMASI, *ditto*,
NEDI, *ditto*,
CHIPOROPORO, *ditto*,
MTONDA, *ditto*,
MALISAO, *ditto*,
Natives of Bandawe, Lake Nyassa.

Witnesses to all signatures:
(Signed) ALFRED SHARPE.
JAMES MELDRUM.

I, the Undersigned, do swear that I have truly and honestly interpreted the above declaration to those whose names are above written in the Chitonga language.
(Signed) JAMES MELDRUM.

Witness to signature:
(Signed) ALFRED SHARPE.

I hereby make oath and declare that the above declaration is true and correct, and that I hoisted the British flag and made the formal declaration therein spoken of.
(Signed) ALFRED SHARPE,
Solicitor of the Supreme Court of Westminster.

May 11, 1890.

No. 53.

Treaty with Mwapi, dated May 12, 1890.

[On Foreign Office Form.]

The limits of Mwapi's country are defined as follows, by mutual agreement between Her Majesty the Queen of Great Britain and Ireland, &c., and the Chief Mwapi :—

On the east and south-east by the watershed between the Lu Kusasi River (and its head-waters) and the Loangwa River; on the north, the north-west, and the west by the watershed of the Lu Kusasi River; on the south by south latitude 13° 40′ (or thereabouts).

(Signed) MWAPI, his × mark.
ALFRED SHARPE.

Witnesses to signatures :
(Signed) MASONI, his × mark.
QUSA, *ditto*.
Witness to marks :
(Signed) ALFRED SHARPE.

No. 54.

Treaty with Mzingi, dated July 23, 1890.

[On Foreign Office Form.]

The boundaries of the Nzigi country herein referred to are declared to be the following :—

On the north the country of Urundi, separated by the Johnston Range of Mountains, which is included in the Uzigi territory; on the east by the same; on the south by the River Ruzi Wazi and Cape Magala; on the west by Lake Tanganyika and the Ruzizi River.

(Signed) MZINGI, his × mark.
ALFRED J. SWANN.

Witnesses to signatures :
(Signed) A. J. SWANN.
ALI-BIN-HAMESE.

No. 55.

Treaty with Rusavia, dated July 30, 1890.

[On Foreign Office Form.]

The boundaries of the Uzigi country herein referred to are declared to be as follows :—

On the north Cape Magala and the River Ruzi Wazi; on the east, the Johnston Range of Mountains, which are included in the Uzigi territory; on the south part of the same range and the country; on the west Lake Tanganyika and the Ruzizi River.

(Signed) RUSAVIA, his × mark.
A. J. SWANN.

Witness to signatures :
(Signed) ALI-BIN-HAMESE.

No. 56.

Treaty with Mohamid-bin-Khalfan-bin-Hamese-Burwani, dated August 5, 1890.

[On Foreign Office Form.]

The boundaries of the country herein referred to are declared to be as follows:—

On the north the country of Ruanda; on the south Lake Tanganyika; on the west the Uvira Range of Mountains; on the east the Johnston Range of Mountains, both of which are included in the Ruzizi Valley territory.

(Signed) MOHAMID-BIN-KHALFAN.
ALFRED J. SWANN.

Witness to signatures:
(Signed) UMARI-BIN-TABA.

No. 57.

Treaty with Kunjoni, dated August 5, 1890.

[On Foreign Office Form.]

The boundaries of the Urundi country included in this territory are declared to be as follows:—

On the north the 2° south parallel of latitude as far as a point in 30° 40′ east longitude; on the south the country of Uzigi and Lake Tanganyika; on the east the course of the Kagera River; on the west the 29° east longitude.

(Signed) KUNJONI, his × mark.
ALFRED J. SWANN.

Witness to signatures:
(Signed) UMARI BIN TABA BIN UMARI.

No. 58.

Treaty with Yao Chief Chikumbo, Milanje District, dated August 11, 1890.

[On Foreign Office Form.]

It is hereby agreed that the limits of Chechikumbo's territory be defined as follows:—

Commencing with the stream Mlosa, and following the said stream to where it enters the Likabula, and thence following the road used by the Wanyassa going to Blantyre to where it crosses the Tuchila, and following the Tuchila until it is crossed by the road leading by the Pass of Chole to Blantyre, thence following the streams Lekubula and Linje to the mountain (Milanje).

(Signed) CHECHIKUMBO, his × mark.
CHINGOMANJE, *ditto.*
CHINASOLO, *ditto.*
JOHN BUCHANAN, *Her Majesty's Acting Consul.*

Witness to signatures:
(Signed) ROBERT CLELAND.

No. 59.

Treaty with Yao Chief Mkanda, Milanje District, dated August 16, 1890.

[On Foreign Office Form.]

It is hereby agreed that the boundaries of Mkanda's territory are defined as follows:—

On the east by the boundary of Nyeserera; on the north and west the boundaries of Kumpama; and on the south that of Chechikumbo.

(Signed) ABDALLAH (for Mkanda), his × mark.
NYAMBO, *ditto.*
EMEGWE, *ditto.*
JOHN BUCHANAN, *Her Majesty's Acting Consul.*

Witness to signatures:
(Signed) ROBERT CLELAND.

No. 60.

Treaty with Anguru Chief Nyeserera, Milanje District, dated August 18, 1890.

[On Foreign Office Form.]

It is hereby agreed that the boundaries of Nyeserera's country are defined as follows:—

On the west the Tuchila River; on the south and east Mount Milanje and Cheze (Cheza); on the north and north-east Lake Shirwa and the Palombe River.

(Signed) NYESERERA, his × mark, *Chief.*
DUIA, *ditto, Sub-Chief.*
JOHN BUCHANAN, *Her Majesty's Acting Consul.*

Witnesses to signatures:
(Signed) ROBERT CLELAND,
Missionary of Church of Scotland.
BEMBA, his × mark, *Consular Servant.*

No. 61.

Treaty with Kazembe, dated September 30, 1890.

[On Foreign Office Form.]

It is hereby mutually agreed between the parties to this Treaty that the boundaries of the country belonging to the said Kazembe are as follows:—

Bounded on the west by Lake Mwero and the Luapula River; on the south by latitude 10° 30′ (or thereabouts); on the north by the Kalongwizi River and by latitude 9° 20′ (or thereabouts); on the east by east longitude 30° (or thereabouts).

(Signed) KAZEMBE, his × mark.
ALFRED SHARPE.

Witness:
(Signed) BANDAWE, his × mark.

I hereby make oath and declare that, at the same time that this Treaty was signed, I gave the said Kazembe, at his request, the British flag, and explained to him that his acceptance of it made him a subject of Her Majesty the Queen of England, &c.

(Signed) ALFRED SHARPE,
Solicitor of the Supreme Court of Westminster.

No. 62.

Treaty with Nsama, dated October 16, 1890.

[On Foreign Office Form.]

It is mutually agreed between the said Nsama and Her Majesty the Queen of Great Britain and Ireland, &c., that the boundaries of the country belonging to the said Nsama are as follows :—

Bounded on the west by Lake Moero; on the east by Chungu's country (east longitude 30° or thereabouts); on the north by south latitude 8° 25′ (or thereabouts); on the south by the Kalongwizi River, and by south latitude 9° 20′ (or thereabouts).

(Signed) NSAMA, his × mark.
ALFRED SHARPE.

Witness :
(Signed) BANDAWE, his × mark.

I hereby make oath and declare that, at the same time that this Treaty was signed, I gave the said Nsama, at his request, the British flag, and explained to him that his acceptance of it made him a subject of Her Majesty the Queen of England, &c.

(Signed) ALFRED SHARPE,
Solicitor of the Supreme Court of Westminster.

No. 63.

Treaty between Her Britannic Majesty and Chief Kawinga, dated June 15, 1891.

[On Foreign Office Form.]

It is hereby agreed that the boundaries are as follows :—

On the east the east side of Lake Shirwa, thence to Lake Chiuta and Namalamba; on the north Masanje to Mfera at the River Shiré; on the west Zineso's land and that of Mpimbe; and on the south the boundary of Malemya.

(Signed) JOHN BUCHANAN, *Her Majesty's Acting Consul.*
KAWINGA, his × mark.

Witnesses :
(Signed) HENRY E. SCOTT.
KWIUNDA.

No. 64.

Act of Cession to Her Majesty the Queen of Land in new Strip of Country along the right Bank of the Shiré.

(Translation.)

WE, the Chiefs and Headmen of the Makanga and Machinjiri countries, whose names are signed here below, do by this deed make over in perpetuity to Her Majesty the Queen of Great Britain and Ireland, Empress of India, the entire sovereignty of that portion of our country which is bounded as follows :—

On the north by the former Portuguese boundary, which, starting from opposite the confluence of the Ruo, ran due west to the water-parting between the basins of the Zambesi and the Shiré; on the west by the dividing line of the said water-parting along the range of the Makanga and Sena Mountains; on the south by a straight line running latitudinally between the said water-parting and a point on the right bank of the River Shiré opposite Chiwanga, in or about 17° 10′ south latitude; and on the

east by the centre of the course of the River Shiré, including thus such islands and islets as lie to the west of the centre of the said river.

Together with the sovereignty of the country, we, the said Chiefs and Headmen, do further make over to Her Majesty the Queen of Great Britain and Ireland Empress of India, the ownership of the soil, and of all minerals, metals, and precious stones which may be contained therein, throughout the extent of country bounded by the limits above set forth, due reservation, however, being made of the properly established claims of third parties existing at the date of this Act of Cession.

In witness of the above Act of Cession, we do hereby put our hands to this deed this 21st day of July, 1891, at the British Settlement of Tshilomo, on the Shiré River.

(Signed) MPAMBA, his × mark.
MALEMIA, *ditto.*
NTUMBA, *ditto.*
NANTUMBI, *ditto.*
MBANGOMBE, *ditto.*
MGONA, *ditto.*
INYEKISA, *ditto.*
KOTAMO, *ditto.*
TSHIPANGULA, *ditto.*
NTSHATSHA, *ditto.*
TEUGANI, *ditto.*
DOMINGO, *ditto.*
TSHATA-IKA, *ditto.*
BETA, *ditto.*
TSHIKAO, *ditto.*
NKABO, *ditto.*
TSHIPEMBWE, *ditto.*
TSHASAKA, *ditto.*
NTONDO, *ditto.*

(Signed) H. H. JOHNSTON, *Her Majesty's Commissioner.*
HENRY J. KEANE, *Lieutenant-Commander, H.M.S. "Herald."*

Witnesses to signatures:
(Signed) ALFRED SHARPE, *Her Majesty's Vice-Consul.*
B. L. SCLATER, *Lieutenant, R.E.*
Tshilomo, River Shiré, July 21, 1891.

Tshikunda Translation of Deed.

[Not printed.]

I, Allan Simpson, merchant, residing at Port Herald, on the right bank of the River Shiré, do hereby declare, on honour, that the foregoing is a faithful translation in the Chikunda tongue of the Act of Cession of the Makanga and Machinjiri Chiefs, and that the said translation has been read over to them before signing, and that they have been furnished with a copy.

(Signed) ALLAN SIMPSON.

Witnesses to the above signatures:
(Signed) H. H. JOHNSTON, *Her Majesty's Commissioner.*
HENRY J. KEANE, *Lieutenant-Commander, H.M.S. "Herald."*

No. 65.

Tshingomanji's Deed of Cession of Sovereign Rights.

I, TSHINGOMANJI, Chief of the country on the southern slope of Milanji Mountain, do hereby cede all my sovereign rights to Her Majesty the Queen of Great Britain and Ireland, Empress of India, and I promise and agree to abide by all Regulations and Ordinances which Her Majesty's Representatives in Nyassaland may make for the better governance of the country, and to compel my subjects to do the same.

In witness whereof I have this day put my hand to this Declaration, in the town of Tshilomo, on the 22nd day of August, 1891.

(Signed) TSHINGOMANJI, his × mark.

Witnesses to signature:

(Signed) H. H. JOHNSTON,
Her Majesty's Commissioner.
HUGH C. MARSHALL.

No. 66.

M'ponda's Deed of Cession of Sovereign Rights.

I, M'PONDA, Chief of the Western Yaos, do hereby cede to Her Majesty the Queen of Great Britain and Ireland, Empress of India, the full sovereign rights of my country, reserving only the proprietary rights to the soil, and I agree that this cession of sovereign rights shall be defined and supplemented as follows:—

1. All slavery and slave-trading, or the transit of slaves within and across my territories, are henceforth declared illegal, and I not only solemnly promise to do all in my power to stop the malpractices, but I consent to the officers of Her Majesty's Government taking whatever measures may seem necessary to them within my territories to stamp out slavery and the Slave Trade.

2. I consent to Her Majesty's Government exercising full and complete jurisdiction over all foreigners within my territories, and over all my own subjects outside the limits of my country.

3. The collection of customs and revenue from foreigners within my territories I make over to Her Majesty's Government entirely, on condition only that a sum of 100*l.* a-year is paid me (irrespective of the amount collected) as a commutation of my claim to tax foreigners.

4. I promise to pay out of the taxation of my own people to the British Central African Administration a subsidy to enable it to maintain a sufficient police force within and around my territories to keep order among the surrounding tribes, and to effectually suppress the Slave Trade. This subsidy shall be calculated at a rate in accordance with the resources of the country.

5. The mineral rights of my country are vested in the Government of Her Majesty, which may dispose of them as it will, but 5 per cent. of the profits of working the said minerals will be paid to me by the said Government or by the persons to whom it may make over these mineral rights.

Given under my hand and seal at Fort Johnston, on the left bank of the Upper Shiré, this 24th day of October, 1891.

(Signed) M'PONDA, his × mark.

Witnesses to signature:

(Signed) H. H. JOHNSTON,
Her Majesty's Commissioner.
CECIL MAGUIRE, *Captain,*
British Central African Administration.

No. 67.

Kazembe's Deed of Cession of Sovereign Rights.

I, KAZEMBE, Sultan of Rifu, do hereby cede to Her Majesty the Queen of Great Britain and Ireland, Empress of India, the full sovereign rights of my country, reserving only the proprietary rights to the soil; and I agree that this cession of sovereign rights shall be defined and supplemented as follows:—

1. All slavery and slave-trading, or the transit of slaves within and across my territories, are henceforth declared illegal; and I not only solemnly promise to do all in my power to stop these malpractices, but I consent to the officers of Her Majesty's Government taking whatever measures may seem necessary to them within my territories to stamp out slavery and the Slave Trade.

2. I consent to Her Majesty's Government exercising full and complete jurisdiction over all foreigners within my territories, and over all my own subjects outside the limits of my country.

3. I make over to Her Majesty's Government the collection of all customs duties and revenue from foreigners within my territories. I make over my claims to Her Majesty's Government in this respect on condition that 10 per cent. of the amount annually collected is paid to me.

4. I promise out of the taxation of my own people to pay to the British Central African Administration a subsidy to enable it to maintain a sufficient police force within or around my territories to keep order among the people and to effectually suppress the Slave Trade. This subsidy shall for the present be fixed at 20 frasilahs (about 700 lbs.) of ivory yearly, commencing from the 1st January, 1892. If, however, ivory cannot be procured, the subsidy can be paid in money at the rate of 250*l.* a-year, or in food stuffs or commercial products rated at their local value.

5. The mineral rights of my country are vested in the Government of Her Majesty the Queen, which may dispose of them as it will, but 5 per cent. of the profits of working the said minerals will be paid to me by the said Government, or by the persons to whom it may make over these mineral rights.

Given under my hand at Rifu Bay, on Lake Nyassa, this 31st day of October, 1891.

(Signed) KAZEMBE, his × mark.

Witnesses to signature:

(Signed) H. H. JOHNSTON,
Her Majesty's Commissioner.
CECIL MAGUIRE, *Captain,*
British Central African Administration.
(Signature of Naigree Dasonda Singh, Indian Police, B.C.A.)
(Signature of Bin Omari.)

No. 68.

Zarafi and Tshindamba's Deed of Cession of Sovereign Rights.

WE, Zarafi and Tshindamba (Makandanji), Chiefs of the eastern section of the Matshinga Yao, do hereby cede to Her Majesty the Queen of Great Britain and Ireland, Empress of India, the full sovereign rights of our country.

We agree to the entire abolition of slavery, and promise to aid to the best of our ability the officers of Her Majesty's Government and of the British Central African Administration in their endeavours to stop the transit of slaves across our territories, and to capture persons engaged in the Slave Trade.

We make over without reserve to Her Majesty's Government the mineral rights of our country, the collection of customs duties and revenue from foreigners, complete jurisdiction over all foreigners, and in return for the protection afforded by the police force of the British Central African Administration, we agree to pay that Administration an annual tax to be computed at the rate of 6*s.* per house, or the value of 6*s.* in food stuffs or marketable products.

We also recognize that the waste lands bounded on the north by Lake Nyassa, on the west by the River Shiré, on the south by a line drawn from the point where the Shiré expands into Lake Pamalombwe to the base of the nearest hill on the east of

the Shiré, and on the east by the base of the nearest range of hills or mountains eastward of the Shiré—in short, about 36 square miles of plain—are the property of Her Majesty the Queen, to be disposed of as shall seem good to Her Majesty's Government.

Given at Fort Johnston, on the Upper Shiré, this 7th day of November, 1891.
Witness our hands.

(Signed) ZARAFI, his × mark.
TSHINDAMBA, *ditto*.

Witnesses to signatures:
(Signed) H. H. JOHNSTON,
Her Majesty's Commissioner.
CECIL MAGUIRE, *Captain, 2nd H. C. Lancers,*
British Central African Administration.

I, Mkata, Chief of the country on the eastern shores of Lake Pamalombwe, do hereby adhere to this Agreement.
Witness my hand.

(Signed) MKATA, his × mark.

Witnesses to Mkata's signature:
(Signed) H. H. JOHNSTON,
Her Majesty's Commissioner.
CECIL MAGUIRE, *Captain, 2nd H. C. Lancers,*
British Central African Administration.
HAMIM (in Arabic).
KIONGWE (in Arabic).
Seal.)

We, the Undersigned, solemnly declare that the foregoing document has been carefully and exactly translated to the signatories in the Kiswahili and Tshi-yao languages.

(Signed) H. H. JOHNSTON,
Her Majesty's Commissioner.
KIBAGANDA (in Arabic).
KIONGWE (in Arabic).

I, Henry Hamilton Johnston, Her Majesty's Commissioner for British Central Africa, do hereby promise for and on behalf of the British Central African Administration that as long as the Chiefs Zarafi and Tshindamba (Makandanji) shall faithfully abide by the terms of this Deed of Cession they shall be paid quarterly the sum of 12*l.* 10*s.* each, amounting in all to a joint subsidy of 100*l.* a-year.
Witness my hand this 7th day of November, 1891.

(Signed) H. H. JOHNSTON,
Her Majesty's Commissioner.

Witness to signature:
(Signed) CECIL MAGUIRE, *Captain, 2nd H. C. Lancers,*
British Central African Administration.

No. 69.

M'ponda's Deed of Cession of Livingstonia Territory.

I, M'PONDA, Chief of the Western Yaos, do hereby cede absolutely and in perpetuity to Her Majesty the Queen of Great Britain and Ireland, Empress of India, that portion of my territory which is known as the promontory of Cape Maclear, and which includes the Settlements of Livingstonia and Monkey Bay, and the adjacent islands and islets on Lake Nyassa. The said lake surrounds the ceded territory on the west, north, and east, but the land boundary on its southern side shall be a line drawn from a point 1 mile to the south of the southern promontory of Monkey Bay, straight across the peninsula to a point on its western coast 5 miles to the south of the western limit of Livingstonia Bay, and near the present village of Mbampa.

All my existing proprietary rights within this ceded territory I make over without reservation to Her Majesty the Queen.

In witness whereof I sign this Deed of Cession at Fort Johnston, this 8th day of November, 1891.

(Signed) M'PONDA, his × mark.

Witnesses to signature:

(Signed) H. H. JOHNSTON,
Her Majesty's Commissioner.
CECIL MAGUIRE, *Captain, 2nd H. C. Lancers,*
British Central African Administration.

(Seal.)

No. 70.

Liwonde's Deed of Cession of Sovereign Rights.

I, LIWONDE, a Chief on the Upper Shiré, do hereby cede to Her Majesty the Queen of Great Britain and Ireland, Empress of India, the full sovereign rights of my country.

I agree to the entire abolition of slavery, and promise to aid to the best of my ability the officers of Her Majesty's Government and of the British Central African Administration in their endeavours to stop the transit of slaves across my territories, and to capture persons engaged in the Slave Trade.

I make over without reserve to Her Majesty's Government, or to those to whom Her Majesty may depute her rights, the collection of customs duties and revenue from foreigners, complete jurisdiction over all foreigners, and the right to search for and work all minerals in my country. Further, I agree to pay the British Central African Administration an annual house tax to be computed at the rate of 6*s.* per house (or the value of 6*s.* in food stuffs or marketable products), in return for the protection afforded me by the police force of the Administration.

Given at Karungu, on the Upper Shiré, this 13th day of November, 1891.

Witness my hand.

(Signed) LIWONDE, his × mark.

Witnesses to signature:

(Signed) H. H. JOHNSTON,
Her Majesty's Commissioner.
CECIL MAGUIRE, *Captain, 2nd H. C. Lancers,*
British Central African Administration.

We, the Undersigned, solemnly declare that the foregoing document has been carefully and exactly translated to Liwonde in the Kiswahili and Tshi-yao languages, and has been signed by him in full knowledge of its contents.

(Signed) H. H. JOHNSTON,
Her Majesty's Commissioner.
NJIWA, his × mark.
KHALFAN, *ditto.*

Witness to signatures:

(Signed) CECIL MAGUIRE, *Captain, 2nd H. C. Lancers,*
British Central African Administration.

No. 71.

Msamara and Tshingwalu-ngwalu's Deed of Cession of Sovereign Rights.

WE, Msamara Tshikusi and Tshingwalu-ngwalu, Yao Chiefs on the western bank of the Upper Shiré, do hereby cede to Her Majesty the Queen of Great Britain and Ireland, Empress of India, the full sovereign rights of our country.

We agree to the entire abolition of slavery, and promise to aid to the best of our ability the officers of Her Majesty's Government and of the British Central African Administration in their endeavours to stop the transit of slaves across our territories, and to capture persons engaged in the Slave Trade.

We make over without reserve to Her Majesty's Government, or to those to whom Her Majesty may depute her rights, the collection of customs duties and revenue from foreigners, complete jurisdiction over all foreigners, and the right to search for and work all minerals in our country. Further, we agree to pay the British Central African Administration an annual tax to be computed at the rate of 6*s*. (or the value of 6*s*. in food stuffs or marketable products), in return for the protection afforded us by the police force of the Administration.

Given at Tshaguta, on the Upper Shiré, this 14th day of November, 1891.

Witness our hands.

(Signed) MSAMARA, his × mark.
TSHINGWALU-NGWALU, *ditto*.

Witnesses to signatures:

(Signed) H. H. JOHNSTON,
Her Majesty's Commissioner.
CECIL MAGUIRE, *Captain, 2nd H. C. Lancers,*
British Central African Administration.

We, the Undersigned, solemnly declare that the foregoing document has been carefully and exactly translated to Msamara and Tshingwalu-ngwalu by us in the Kiswahili and Tshi-yao tongues, and has been signed by them in full knowledge of its contents.

(Signed) H. H. JOHNSTON,
Her Majesty's Commissioner.
NJIWA, his × mark.
KHALFAN, *ditto*.

Witness to signatures:

(Signed) CECIL MAGUIRE, *Captain, 2nd H. C. Lancers,*
British Central African Administration.

No. 72.

Treaty with Kampama, Chief of Tshiradzulu.

I, KAMPAMA, ruling Chief of the Tshiradzulu district (country), do hereby declare that I have this day, for myself, my heirs and successors, ceded all my sovereign rights, including all minerals and mining rights, absolutely and without reserve to Her Britannic Majesty the Queen of Great Britain and Ireland, Empress of India, &c., her heirs and successors, &c.

And I further declare that I have accepted, for myself and my people, the Laws and Regulations, as explained to me by Mr. Buchanan, and now in force; and I promise to agree and abide by all Regulations and Ordinances which Her Majesty's Representatives in Nyassaland may make for the better governance of the country, and to compel my subjects to do the same.

Given under my hand at Lisanga, this 15th day of December, 1891.

(Signed) KAMPAMA, his × mark.
KUMALIKA, *ditto*.

Signed in the presence of—

(Signed) JOHN BUCHANAN, *Her Britannic Majesty's*
Acting Vice-Consul for Nyassa.
PETER KAMBONA, *Servant, Lisanga.*

No. 73.

Treaty with Blantyre Chiefs.

WE, the Undersigned ruling Chiefs, Sub-Chiefs, and Headmen, do hereby certify that we have this day, for ourselves, our heirs and successors, ceded all our sovereign rights, including all minerals and mining rights, absolutely and without reserve to Her Britannic Majesty the Queen of Great Britain and Ireland, Empress of India, &c.

And we further certify that we accept the Laws and Regulations made by Her Majesty's Commissioner, as explained to us by Mr. Buchanan, and now in force; and promise to agree and abide by all Regulations and Ordinances which Her Majesty's Representatives in Nyassaland may make for the better government of the country, and to compel our subjects to do the same.

Done at Michiru, this 21st day of December, 1891.

(Signed) KAPENI, his × mark,
Ruling Chief (*Soche*).
MALOLI, *ditto*,
Sub-Chief (*Ndilandi*).
CHELUCHERE, *ditto*,
Ruling Chief (*Ndilandi*).
MACHINJIRI, *ditto*,
Sub-Chief (*Ndilandi*).
MANGOMBE, *ditto*,
Sub-Chief (*Ndilandi*).
CHELUTAMBO, *ditto*,
Sub-Chief (*Soche*).
CHELUSOMBA, *ditto*,
Sub-Chief (*Soche*).
CHELUBOMA, *ditto*,
Sub-Chief (*Soche*).
CHECHIROBWE, *ditto*,
Sub-Chief (*Soche*).
KUCHIKWAMBA, *ditto*,
Sub-Chief (*Soche*).
KUCHINGOMBE, *ditto*,
Sub-Chief (*Ndilandi*).
CHEMAKATA, *ditto*,
Ruling Chief (*Ndilandi*).
CHELUSONGA, *ditto*,
Headman (*Ndilandi*).
MALUNGA, *ditto*,
Headman (*Ndilandi*).
MAKWERANI, *ditto*,
Headman (*Ndilandi*).
MLENGA, *ditto*,
Headman (*Ndilandi*).
KUCHETUNGUWE, *ditto*,
Headman (*Soche*).
MPONDA, *ditto*,
Headman (*Ndilandi*).

Signed in the presence of—

(Signed) JOHN BUCHANAN, *Her Britannic Majesty's Acting Vice-Consul for Nyassa.*
F. J. WHICKER, *Revenue Officer, Michiru.*
DAVID BUCHANAN, *Planter, Michiru.*

Witnesses:

(Signed) JOHN BUCHANAN.
F. J. WHICKER.
DAVID BUCHANAN.

I solemnly declare that I have faithfully interpreted the contents of this document and explained its meaning to the aforesaid ruling Chiefs, Sub-Chiefs, Headmen, and people, in the Cheyao language.

(Signed) JOHN BUCHANAN,
Her Britannic Majesty's Acting Vice-Consul for Nyassa.

No. 74.

Title-Deed to Land and Buildings purchased from Kumtaja on behalf of Her Britannic Majesty.

I, KUMTAJA, do hereby certify that I have this day sold absolutely to Her Britannic Majesty the Queen of Great Britain and Ireland, Empress of India, Defender of the Faith, &c., her heirs and successors or assignees, the land, and all and every appurtenance belonging thereto, bounded by the road leading from Michiru to Blantyre and Mandala, from the boundary of Messrs. Buchanan, Brothers, to the boundary of the Blantyre Mission, at present recognized by the several growing hedge plants, thence following the Blantyre boundary to the Mudi stream, thence along the Mudi stream to the boundary of Messrs. Pettitt, Brothers, thence following round Messrs. Pettitt, Brothers' boundaries to Messrs. Buchanan, Brothers' boundary, thence along Messrs. Buchanan, Brothers' boundary to the aforementioned points of commencement. And I further certify that I have this day sold, along with the said land, all my brick buildings, namely, two brick houses, and one brick cook-house, including all and every fitting pertaining thereto; further, I declare to have included in this sale all grass and mud houses within my stockade, including as well the stockade itself, and all unoccupied houses without the stockade.

I further declare that I have this day received from Mr. John Buchanan, Her Britannic Majesty's Acting Vice-Consul, &c., by and on behalf of Her Britannic Majesty, as full payment for and in consideration of the aforementioned land, brick houses, mud and grass houses, stockade, and all other appurtenances belonging to the said above land and houses, the sum of 115*l.*; and I hereby, for myself, my heirs and successors, confirm the above purchase and transfer, and warrant the said land, houses, &c., to Her Britannic Majesty, her heirs and successors, for all time coming.

Done at Michiru this day, the 5th February, 1892.

(Signed) KUMTAJA'S mark.
(Seal.)

Witnesses:
(Signed) Fredk. James Whicker.
Robert Buchanan, *Planter*.

I hereby declare this document to have been duly executed by Kumtaja, in my presence and in that of the attorney, witnesses, Frederick James Whicker and Robert Buchanan, all of whose signatures are certified.

(Signed) JOHN BUCHANAN,
Her Britannic Majesty's Acting Vice-Consul for Nyassaland.

Michiru, February 5, 1892.

No. 75.

Treaty with Makololo Chiefs.

WE, the undersigned ruling Chiefs, Sub-Chiefs, and Headmen, do hereby certify that we have this day, for ourselves, our heirs and successors, ceded all our sovereign rights, including all minerals and mining rights, absolutely and without reserve to Her Britannic Majesty the Queen of Great Britain and Ireland, Empress of India, &c., we receiving out of the net profit from all minerals worked in our country such a percentage as may seem to Her Majesty's Representative fair and just.

And we further certify that we have accepted and hereby renew our acceptance of the Laws and Regulations made by Her Majesty's Commissioner, as explained to us by Mr. Buchanan, and now in force, and promise to agree and abide by all Regulations

and Ordinances which Her Majesty's Bepresentative in Nyassaland may make for the better government of the country, and to compel our subjects to do the same.

Given under our hands and seal this 9th day of February, 1892.

(Signed) MASEA, his × mark and seal.
MULILIMA, *ditto.*
KATUNGA, *ditto.*
JOHN, his × mark.
DADWALU, *ditto.*
CHIBALANGOUDO, *ditto.*
KAHULIKIRA, *ditto.*
MUKUATE, *ditto.*
KATEMALINGA, *ditto.*
NADZIKAMBE, *ditto.*
MATAYA, *ditto.*
TOMALI, *ditto.*
MIRAMBE, *ditto.*
CHIHOLOPOLO, *ditto.*
CHIKUNGU, *ditto.*
MANGANI, *ditto.*
KALUHYA, *ditto.*
NAMILA, *ditto.*
KAMUTI, *ditto.*
KATIMBANYO, *ditto.*
GALUAKADWALA, *ditto.*
MTWANA, *ditto.*
CHITEZI, *ditto.*
ZOUZESI, *ditto.*
KAVINA, *ditto.*
CHIKUNTO, *ditto.*
NJERENGA, *ditto.*

Signed in the presence of—

(Signed) FREDERICK JAMES WHICKER,
British Central African Administration.
ROBERT BUCHANAN,
Planter, Zomba and Michiru.

I hereby solemnly declare that I have faithfully translated and explained this document to the above-signed Chiefs and Headmen, and that it has been duly executed by them in my presence and in that of the attesting witnesses, Frederick James Whicker and Robert Buchanan, at Michiru, this 9th day of February, 1892.

(Signed) JOHN BUCHANAN,
Her Britannic Majesty's Acting Vice-Consul for Nyassa.

No. 76.

Treaty with Malemia.

I, MALEMIA, ruling Chief of the country known as Kumjale, do hereby certify that I have this day, for myself, my heirs and successors, ceded to Her Britannic Majesty the Queen of Great Britain and Ireland, Empress of India, &c., her heirs and successors, all my sovereign rights, including all minerals and mining rights within my territory, which is defined as follows: On the south and south-west the Naisi River and boundary of the Buchanan's-land to the Mtondwe River, thence to the Palombe River; on the east Lake Shirwa; on the north Domasi and Lifani Rivers; and on the west the mountains of Zomba and Malosa; also that tract of land lying between the Mponda, Mbesi, and Likangala Rivers (streams) to the west of Mlungusi estate and the Residency grounds.

Her Britannic Majesty, through her Representative, undertaking to pay me, my heirs or successors, in the event of minerals being worked in my country, such proportion of the profits as may seem to them fair and just.

I also declare that I have accepted for myself and my people the Laws and

Regulations now in force within the Shiré Province of British Central Africa; and, further, in consideration what I have this day received from Her Majesty's Representative, I bind myself, my heirs and successors, not to sell or lease any part of my land without first having obtained in writing the full approval of Her Majesty's Representative.

Done at Zomba, this 26th day of March, 1892.

(Signed) MALEMIA, his × mark.
MBWANI, *ditto*.

Witnesses:

(Signed) JAMES P. CAMERON,
Planter, Mlungusi.
DONALD MALLOCH,
Assistant, Mlungusi.

I hereby declare that I have faithfully interpreted the foregoing Treaty and made its meaning clear to Malemia and his Headmen in the Chiyao language.

(Signed) JOHN BUCHANAN.

No. 77.

Treaty with Tshe-Mlumbe.

I, TSHE-MLUMBE, ruling Chief of the territory lying to the west and south-west of Mount Zomba, do hereby certify that I have this day, for myself, my heirs and successors, ceded to Her Britannic Majesty the Queen of Great Britain and Ireland, Empress of India, &c., all my sovereign rights, including all minerals and mining rights within my territory, as defined by the following boundaries: On the east, the Mbesi stream and Malemia's land; on the north, the top of Mount Zomba to Malosa; on the west, Mr. Scharrer's land; on the south, the Likangala River; also that tract of country lying to the south of the Likangala River, bounded by the lands of Messrs. Buchanan, Brothers, Dr. Rankin, and Mr. Bruce, known as Usenene and Ulumba; Her Britannic Majesty (through her Representative) undertaking, in the event of minerals being worked in my country, to pay to me, my heirs or successors, such proportion of the profits as may to them seem fair and just. I also declare that I have accepted for myself and my people the Laws and Regulations now in force within the Shiré Province of British Central Africa; and, further, in consideration of what I have this day received from H. H. Johnston, Esq., C.B., Her Majesty's Commissioner and Consul-General, I hereby bind myself, my heirs and successors, not to sell or lease any part of my land without first having obtained in writing the full approval of Her Majesty's Representative.

Done at Zomba, this 28th day of March, 1892.

(Signed) TSHE-MLUMBE, his × mark.
CHEREKAMWENDO (son of Mlumbe), *ditto*.
KAMWENDO, *ditto, Headman*.

Witnesses:

(Signed) JOHN BUCHANAN,
Planter, Mlungusi.
JAMES P. CAMERON,
Planter, Mlungusi.

I hereby declare that I have faithfully interpreted the foregoing Treaty and made its meaning clear to Tshe-Mlumbe and his son, Headman, and people in the Chiyao language.

(Signed) JOHN BUCHANAN.

No. 78.

Deed of Cession of Sovereign Rights by Makwira.

I, MAKWIRA, Chief in the Makololo country, do hereby certify that I have this day sold and made over absolutely to H. H. Johnston, Esq., C.B., Her Majesty's Commissioner for British Central Africa, all my right and title whatsoever to my country. Always excepting the lands, rights, and titles already sold by me. And I hereby bind myself not to sell any part or parcel thereof to any other person or persons without first obtaining the sanction in writing of Her Majesty's Commissioner or chief Representative of Government in British Central Africa.

As witness my hand this 11th day of May, 1892.

(Signed) MAKWIRA.
GUMBALA, his × mark, *Headman.*

Witnesses:
(Signed) Hugh C. Marshall.
John M. Bell.

I, Henry Hamilton Johnston, Her Majesty's Commissioner and Consul-General, do hereby transfer the above rights and titles, as conferred on me by Chief Makwira, to Her Most Gracious Majesty the Queen.

Witness my hand this 22nd day of June, 1892.

(Signed) H. H. JOHNSTON,
Her Majesty's Commissioner and Consul-General.

No. 79.

Deed of Cession of Sovereign Rights by Mbenywa.

I, MBENGWA, Chief in the Lower Makololo country, do hereby certify that I have this day sold, and made over absolutely to Her Majesty the Queen of Great Britain and Ireland, Empress of India, &c., all my sovereign rights and all other rights and titles whatsoever to my country. Always excepting the lands, rights, and titles already sold by me. And I hereby bind myself not to sell or lease any part or parcel of said land to any person or persons whatsover, without first obtaining the sanction in writing of Her Majesty's Commissioner or the chief Representative of Government in British Central Africa.

In witness whereof we have hereunto set our hands this 13th day of June, 1892.

(Signed) MBENGWA.

Witnesses to signature:
(Signed) Hugh C. Marshall.
John M. Bell.

No. 80.

Cession by Mkula, Chief of Mkula, and Sultan of Itawa and Kabuire, to Her Majesty the Queen of Great Britain and Ireland.

I, MKULA, Chief of Mkula, and son and successor of Nsama, the late Sultan of Itawa and Kabuire, do hereby absolutely cede and make over to Her Majesty the Queen of Great Britain and Ireland, her heirs and successors, for ever, all my countries of Itawa and Kabuire, and all my rights as Sultan of those countries (including Mkula), and also the sole rights which I hold by custom as Sultan of the said countries to own ivory and to get salt. And I make this cession for the purpose and in the hope that Her Majesty the Queen may establish a Government in the said countries, and protect me and my subjects from war and pillage, and enable us to live in peace and security.

Executed by me this 18th day of November, 1892, at Mkula, in the presence of my Headmen here assembled.

(Signed) MKULA, his × mark.

Executed by the within named Mkula, by placing his mark hereto in our presence, this 18th day of November, 1892.

(Signed) ALFRED SHARPE,
Her Britannic Majesty's Vice-Consul.
JOHN KYDD.
[Signature in Arabic.]
DAREDI.

No. 81.

Agreement concluded with Makololo Chiefs, December 29, 1892.

WE, the undersigned Makololo Chiefs, do hereby make over absolutely and in perpetuity to Her Majesty the Queen of Great Britain and Ireland, Empress of India, the whole of our territory, surrendering thereby all our proprietary rights to the same, under the following conditions :—

1. That our existing villages and plantations shall remain undisturbed and in our possession; or that if, for any reason, or from a wish on our part, agreed to by Her Majesty's Government, the said villages and plantations are given up and abandoned, sites of land of equal area shall be allotted to us elsewhere in the Makololo country.

2. That on all land sold or leased by Her Majesty's Government from out of the territories now made over to Her Majesty, a percentage of 10 per cent. shall be paid on the purchase-price, or on the annual rent, to the Makololo Chief who was previously the owner of the land.

Given under our hands and seals at Tshikwawa, on the River Shiré, this 29th day of December, 1892.

(Signed) MASEA, his × mark.
MULILIMA, *ditto.*
GANIMADZI KATUNGA, *ditto.*
MBOOLA (of Tshirala), *ditto.*
MWITU, *ditto.*
MAKWIRA (signed by Chief in writing).
MBENGWA „ „

Witnesses to signatures :

(Signed) H. H. JOHNSTON, *Her Majesty's Commissioner and Consul-General.*
B. L. SCLATER, *Captain, R.E.*
J. BOWHILL.

SOUTH AFRICA COMPANY'S TREATIES NORTH OF ZAMBESI.

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South Africa Company's Treaties North of Zambesi.

[For Map showing Thomson's Treaties see Vol. I, No. 2, of Geographical Journal, February 1893.]

N.B.—The Treaties marked [*] are with Chiefs whose territories are outside the British Central Africa Protectorate.

* *Treaty between Chavira, of South-Eastern Ilala, and Joseph Thomson, in his capacity as Representative of the British South Africa Company, hereinafter called "the Company."*

ON the 25th November, 1890, in the presence of the Headmen and people of South-Eastern Ilala, Chavira, the Chief, hereby agrees, for himself, his heirs and successors, and on behalf of his people :—

1. To accept the British flag, and to place himself irrevocably under the Protectorate of Great Britain.

2. To grant to the Company the sole right to search, prospect, exploit, dig for, and keep all minerals and metals.

3. To grant the sole right to construct, improve, equip, work, manage, and control all kinds of public works and conveniences of general and public utility, and to give to the Company absolutely and exclusively all commercial privileges of whatsoever kind.

4. Chavira further concedes to the Company the right to do all such things as are incidental or conducive to the exercise, attainment, or protection of all or any of the rights, powers, and concessions hereby granted.

5. Chavira further agrees not to enter into any Treaty or alliance with any other person, Company, or State, or to grant any concessions of land, without the consent of the Company in writing, it being understood that this covenant shall be considered in the light of a Treaty between the said Chief and people and the Government of Her Britannic Majesty Queen Victoria.

6. These grants and concessions are to apply to the whole of South-Eastern Ilala.

In consideration of these grants and concessions, the Company agrees to pay Chavira, on the signing of this Treaty, goods to the value of 20*l*., and the annual sum of 15*l*., on practical advantage being taken of the commercial clauses of this Treaty.

(Signed) CHAVIRA, his × mark.
JOSEPH THOMSON.

Witness :
(Signed) CHAS. WILSON.

* *Treaty between Mshiri, Paramount Chief of the Bausi Country, Ilala, East of the Luapula, and of Kawende, on the West Side of the Luapula, and Joseph Thomson, in his capacity as Representative of the British South Africa Company, hereinafter called "the Company."*

On the 11th October, 1890, in the presence of his Headmen, Mshiri hereby agrees :—

1. To accept the British flag, and to place himself, his heirs and successors, irrevocably under the Protectorate of Great Britain.

2. To grant to Mr. Thomson, for the Company, absolutely and exclusively, all commercial privileges of whatsoever kind.

3. To concede to the Company the right to do all such things as are incidental or conducive to the exercise, attainment, or protection of all or any of the rights, powers, and concessions hereby irrevocably granted.

4. Not to enter into any Treaty or alliance with any other person, Company, or State, or to grant any concessions of land, without the consent of the Company in writing, it being understood that this covenant shall be considered in the light of a Treaty or alliance made between the said Chief and people and the Government of Her Britannic Majesty Queen Victoria.

5. These grants and concessions are to apply to the whole of Mshiri's possessions of Ilala and Kawende.

In consideration of these grants Mshiri agrees to accept, for the present, goods to the value of 50*l*., and leaves the question of future compensation to such time as these commercial grants and rights are taken advantage of by the Company.

(Signed) MSHIRI, his × mark.
(For the British South Africa Company),
JOSEPH THOMSON.

Witness :
(Signature given in Arabic.)

* *Treaty between Kambwiri, Paramount Chief of Kiwende, acting in conjunction with the Arab Salim Vin Nasser, his Protector, and Joseph Thomson, in his capacity as Representative of the British South Africa Company, hereinafter called "the Company."*

On the 10th September, 1890, in the presence of and with the full concurrence of the Chiefs and Headmen of the country of Kiwende, Kambwiri (the King) hereby agrees, for the considerations hereinafter mentioned, for himself, his heirs and successors, and on behalf of his people:—

1. To accept the British flag, and to place himself irrevocably under the Protectorate of Great Britain.

2. To grant to the Company the sole right to search, prospect, exploit, dig for, and keep all minerals and metals.

3. To grant the sole right to construct, improve, equip, work, manage, and control all kinds of public works and conveniences of general or public utility, and to give to the Company absolutely all commercial privileges of whatsoever kind.

4. Kambwiri further concedes to the Company the right to do all such things as are incidental or conducive to the exercise, attainment, or protection of all or any of the rights, powers, and concessions hereby granted.

5. Kambwiri further agrees not to enter into any Treaty or alliance with any other person, Company, or State, or to grant any concession of land, without the consent of the Company in writing, it being understood that this covenant shall be considered in the light of a Treaty or alliance made between the said Chief and people and the Government of Her Britannic Majesty Queen Victoria. These grants and concessions are to apply to the whole of Kambwiri's country of Kiwende, extending about 40 miles east and as much west of the Loangwa River in the latitude of 12° 52′ south, and from 12° 30′ to 13° 10′ south from north to south.

In consideration of these grants and concessions, Joseph Thomson pays Kambwiri and Salim Vin Nasser, on the signing of this Treaty, goods to the value of 40*l.*, and for three years after date the Company undertakes and agrees to pay the yearly sum of 400 rupees, to be paid into the hands of Salim Vin Nasser, at such point on Lake Nyassa as may be arranged.

The Company further undertakes to protect the said King and people from all outside interference or attacks, and holds its servants responsible for any ill-treatment of the King's native subjects.

(Signed) KAMBWIRI, his × mark.
(Three lines in Arabic.)
SALIM VIN NASSER.
(For the British South Africa Company),
JOSEPH THOMSON.

Witnesses:
(Signed) CHARLES WILSON.
J. W. GRANT.
(Name in Arabic.)
JUMAH ABUBAKR, *Interpreter.*

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* *Treaty between Katara, the Independent Wavioa Chief of Kusa and the Muchinga Mountains, and Joseph Thomson, in his capacity as Representative of the British South Africa Company, hereinafter called "the Company."*

On the 15th September, 1890, in the presence of the Headmen and people of Kusa, Katara, the Chief, hereby agrees, for the considerations hereinafter mentioned, for himself, his heirs and successors, and on behalf of his people:—

1. To accept the British flag, and to place himself irrevocably under the Protectorate of Great Britain.

2. To grant to the Company the sole right to search, prospect, exploit, dig for and keep, all minerals and metals.

3. To grant the sole right to construct, improve, equip, work, manage, and control all kinds of public works and conveniences of general and public utility, and to give to the Company absolutely and exclusively all commercial privileges of whatsoever kind.

4. Katara further concedes to the Company the right to do all such things as are incidental or conducive to the exercise, attainment, or protection of all or any of the rights, powers, and concessions hereby granted.

5. Katara further agrees not to enter into any Treaty or alliance with any other person, Company, or State, or to grant any concession of land, without the consent of the Company in writing, it being understood that this covenant shall be considered in the light of a Treaty or alliance made between the said Chief and people and the Government of Her Britannic Majesty Queen Victoria.

6. These grants and concessions are to apply to the whole of Katara's country of Kusa, extending from the boundary of Kiwende, on the east, to Kwanansara, longitude west, on the west, and from latitude south to latitude south, from north to south.

In consideration of these grants and concessions, Katara accepts a present of goods to the value of 20*l.*, and is content to leave the question of future compensation in the hands of the Company.

(Signed) KATARA, his × mark.
(For the British South Africa Company),
JOSEPH THOMSON.

Witnesses:
(Signed) CHARLES WILSON.
J. W. GRANT.
(Signature in Arabic.)
JUMAH ABUBAKR, *Interpreter*.

---

* *Treaty between the Independent Female Chief Nansara, of the Lobisa District of Mbalala, and Joseph Thomson, in his capacity as Representative of the British South Africa Company, hereinafter called "the Company."*

On the 22nd September, 1890, in the presence of the Headmen and people of Mbalala, Nansara, the Chief, hereby agrees, for the considerations hereinafter mentioned, for herself, her heirs and successors, and on behalf of her people:—

1. To accept the British flag, and to place herself irrevocably under the Protectorate of Great Britain.

2. To grant to the Company the sole right to search, prospect, exploit, dig for, and keep all minerals and metals.

3. To grant the sole right to construct, improve, equip, work, manage, and control all kinds of public works and conveniences of general and public utility, and to give to the Company absolutely and exclusively all commercial privileges of whatsoever kind.

4. Nansara further concedes to the Company the right to do all such things as are incidental or conducive to the exercise, attainment, or protection of all or any of the rights, powers, and concessions hereby granted.

5. Nansara further agrees not to enter into any Treaty or alliance with any other person, Company, or State, or to grant any concession of land, without the consent of the Company in writing, it being understood that this covenant shall be considered in the light of a Treaty or alliance made between the said Chief and people and the Government of Her Britannic Majesty Queen Victoria.

6. These grants and concessions are to apply to the whole of Nansara's country of Mbalala, extending from the western boundary of Kusa, on the east, to that of Chitambo's (longitude 39° 20′ east), on the west, and from latitude 13° 40′ to latitude 12° 45′ south.

In consideration of these grants and concessions, Nansara is to receive, on signing, goods to the value of 10*l.*, and is content to leave the question of future compensation in the hands of the Company.

(Signed) NANSARA, her × mark.
(For the British South Africa Company),
JOSEPH THOMSON.

Witnesses:
(Signed) CHARLES WILSON.
(Name in Arabic.)
JUMAH ABUBAKR, *Interpreter*.

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* *Treaty between Chitambo, Paramount Chief of the District of Kalinde, Bisa Plateau, and Joseph Thomson, in his capacity as Representative of the British South Africa Company, hereinafter called "the Company."*

On the 4th October, 1890, in the presence of the Headmen of Kalinde, Chitambo, the Chief, hereby agrees:—

1. To accept the British flag, and to place himself, his heirs and successors, irrevocably under the Protectorate of Great Britain.

2. To grant to Mr. Thomson, for the Company, absolutely and exclusively, all commercial privileges of whatsoever kind.

3. Chitambo further concedes to the Company the right to do all such things as are incidental or conducive to the exercise, attainment, or protection of all or any of the rights, powers, and concessions hereby granted.

4. Chitambo agrees not to enter into any Treaty or alliance with any other person, Company, or State, or to grant any concessions of land, without the consent of the Company in writing, it being understood that this covenant shall be considered in the light of a Treaty or alliance made between the said Chief and people and the Government of Her Britannic Majesty Queen Victoria.

5. These grants and concessions are to apply to the whole of Chitambo's country stretching from the northern boundary of Mbalala to Bangweolo, and from the River Lulimala to the River Luapula, and are to be binding on all his heirs and successors.

In consideration of these grants, Chitambo receives goods, on signing, to the value of 20*l.*, and leaves the question of future compensation in the hands of the Company.

(Signed) CHITAMBO, his × mark
(For the British South Africa Company),
JOSEPH THOMSON.

Witnesses:
(Signed) SUNGA, his × mark, *Brother of Chitambo.*
CHARLES WILSON.
(Signature in Arabic.)

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* *Treaty between Kalonga, Sultan of Eastern Iramba, and Joseph Thomson, in his capacity as Representative of the British South Africa Company, hereinafter called "the Company."*

On the 16th October, 1890, in the presence of the Headmen and people of Eastern Iramba, Kalonga, the Sultan, hereby agrees, for himself, his heirs and successors, and on behalf of his people:—

1. To accept the British flag, and to place himself irrevocably under the Protectorate of Great Britain.

2. To grant to the Company the sole right to search, prospect, exploit, dig for, and keep all minerals and metals.

3. To grant the sole right to construct, improve, equip, work, manage, and control all kinds of public works and conveniences of general and public utility, and to give to the Company absolutely and exclusively all commercial privileges of whatsoever kind.

4. Kalonga further concedes to the Company the right to do all such things as are incidental or conducive to the exercise, attainment, or protection of all or any of the rights, powers, and concessions hereby granted.

5. Kalonga further agrees not to enter into any Treaty or alliance with any other person, Company, or State, or to grant any concession of land without the consent of the Company in writing, it being understood that this covenant shall be considered in the light of a Treaty or alliance made between the said Chief and people and the Government of Her Britannic Majesty Queen Victoria.

6. These grants and concessions are to apply to the whole of Kalonga's country of Eastern Iramba.

In consideration of these grants and concessions Kalonga accepts a present of goods to the value of 50*l.*, and the Company agrees to pay Kalonga annually the sum of 50*l.*, to commence when practical advantage is taken of the commercial clauses of this Treaty.

(Signed) KALONGA, his × mark.
(For the British South Africa Company),
JOSEPH THOMSON.

Witnesses:
(Signed) J. W. GRANT.
CHAS. WILSON.
(Signature in Arabic.)
JUMAH ABUBAKR.

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* *Treaty between Simesi, Sultan of Western Iramba, and Joseph Thomson, in his capacity as Representative of the British South Africa Company, hereinafter called "the Company."*

On the 18th October, 1890, in the presence of the Headmen and people of Western Iramba, Simesi, the Sultan, hereby agrees, for himself, his heirs and successors, and on behalf of his people:—

1. To accept the British flag, and to place himself irrevocably under the Protectorate of Great Britain.

2. To grant to the Company the sole right to search, prospect, exploit, dig for, and keep all minerals and metals.

3. To grant the sole right to construct, improve, equip, work, manage, and control all kinds of public works and conveniences of general and public utility, and to give to the Company absolutely and exclusively all commercial privileges of whatsoever kind.

4. Simesi further concedes to the Company the right to do all such things as are incidental or conducive to the exercise, attainment, or protection of all or any of the rights, powers, and concessions hereby granted.

5. Simesi further agrees not to enter into any Treaty or alliance with any other person, Company, or State, or to grant any concession of land without the consent of the Company in writing, it being understood that this covenant shall be considered in the light of a Treaty between the said Chief and people and the Government of Her Britannic Majesty Queen Victoria.

6. These grants and concessions are to apply to the whole of Simesi's country of Western Iramba

In consideration of these grants and concessions, the Company agrees to pay Simesi, on the signing of this Treaty, goods to the value of 50*l.*, and the annual sum of 50*l.*, to commence on practical advantage being taken of the commercial clauses of this Treaty.

(Signed) SIMESI, his × mark.
(For the British South Africa Company),
JOSEPH THOMSON.

Witnesses:
(Signed) J. S. GRANT.
CHAS. WILSON.
(Signature in Arabic.)
JUMAH ABUBAKR, *Interpreter.*

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* *Treaty between Mquemba, Sultan of Central Iramba, and Joseph Thomson, in his capacity as Representative of the British South Africa Company, hereinafter called "the Company."*

On the 26th October, 1890, in the presence of the Headmen and people of Central Iramba, Mquemba, the Sultan, hereby agrees, for himself, his heirs and successors, and on behalf of his people:—

1. To accept the British flag, and to place himself irrevocably under the Protectorate of Great Britain.

2. To grant to the Company the sole right to search, prospect, exploit, dig for, and keep all minerals and metals.

3. To grant the sole right to construct, improve, equip, work, manage, and control all kinds of public works and conveniences of general and public utility, and to give to the Company absolutely and exclusively all commercial privileges of whatsoever kind.

4. Mquemba further concedes to the Company the right to do all such things as are incidental or conducive to the exercise, attainment, or protection of all or any of the rights, powers, and concessions hereby granted,

5. Mquemba further agrees not to enter into any Treaty or alliance with any other person, Company, or State, or to grant any concession of land without the consent of the Company in writing, it being understood that this covenant shall be considered in the light of a Treaty between the said Sultan and people and the Government of Her Britannic Majesty Queen Victoria.

6. These grants and concessions are to apply to the whole of Central Iramba lying along the watershed of the Kafue and Luapula Rivers.

7. In consideration of these grants and concessions, the Company agrees to pay Mquemba, on the signing of this Treaty, goods to the value of 60*l.*, and the annual sum of 50*l.*, to commence on practical advantage being taken of the commercial clauses of this Treaty.

(Signed) MQUEMBA, his × mark.
(For the British South Africa Company),
JOSEPH THOMSON.

Witnesses:
(Signed) CHAS. WILSON.
(Signature in Arabic.)
JUMAH ABUBAKR, *Interpreter.*

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* *Treaty between Mshiri, Chief of Southern Iramba, occupying the Upper Lusefwa River Basin, and Joseph Thomson, in his capacity as Representative of the British South Africa Company, hereinafter called "the Company."*

On the 5th November, 1890, in the presence of the Headmen and people of Southern Iramba, Mshiri, the Chief, hereby agrees, for himself, his heirs and successors, and on behalf of his people:—

1. To accept the British flag, and to place himself irrevocably under the Protectorate of Great Britain.

2. To grant to the Company the sole right to search, prospect, exploit, dig for, and keep all minerals and metals.

3. To grant the sole right to construct, improve, equip, work, manage, and control all kinds of public works and conveniences of general and public utility, and to give to the Company absolutely and exclusively all commercial privileges of whatsoever kind.

4. Mshiri further concedes to the Company the right to do all such things as are incidental or conducive to the exercise, attainment, or protection of all or any of the rights, powers, and concessions hereby granted.

5. Mshiri further agrees not to enter into any Treaty or alliance with any person, Company, or State, or to grant any concession of land without the consent of the Company in writing, it being understood that this covenant shall be considered in the light of a Treaty between the said Chief and people and the Government of Her Britannic Majesty Queen Victoria.

6. These grants and concessions are to apply to the whole of Southern Iramba, lying in the upper basins of the River Lusefwa, one of the western tributaries of the Loangwa.

In consideration of these grants and concessions, the Company agrees to pay Mshiri, on the signing of this Treaty, goods to the amount of 10*l.*, and the annual sum of 20*l.*, to commence on practical advantage being taken of the commercial or mining clauses of this Treaty.

(Signed) MSHIRI, his × mark.
(For the British South Africa Company),
JOSEPH THOMSON.

---

* *Treaty between Kanyesha, of South-Western Ilala, and Joseph Thomson, in his capacity as Representative of the British South Africa Company, hereinafter called "the Company."*

On the 22nd November, 1890, in the presence of the Headmen and people of South-Western Ilala, Kanyesha, the Chief, hereby agrees, for himself, his heirs and successors, and on behalf of his people:—

1. To accept the British flag, and to place himself irrevocably under the Protectorate of Great Britain.

2. To grant to the Company the sole right to search, prospect, exploit, dig for, and keep all minerals and metals.

3. To grant the sole right to construct, improve, equip, work, manage, and control all kinds of public works and conveniences of general and public utility, and to give to the Company absolutely and exclusively all commercial privileges of whatsoever kind.

4. Kanyesha further concedes to the Company the right to do all such things as are incidental or conducive to the exercise, attainment, or protection of all or any of the rights, powers, and concessions hereby granted.

5. Kanyesha further agrees not to enter into any Treaty or alliance with any other person, Company, or State, or to grant any concession of land without the consent of the Company in writing, it being understood that this covenant shall be considered in the light of a Treaty between the said Chief and people and the Government of Her Britannic Majesty Queen Victoria.

6. These grants and concessions are to apply to the whole of South-Western Ilala.

In consideration of these grants and concessions, the Company agrees to pay Kanyesha, on the signing of this Treaty, goods to the value of 20*l.*, and the annual sum of 15*l.* on practical advantage being taken of the commercial clauses of this Treaty.

(Signed) KANYESHA, his × mark.
(For the British South Africa Company),
JOSEPH THOMSON.

Witnesses:
(Signed) CHAS. WILSON.
J. S. GRANT.

---

* *Treaty between Chavira, Chief of Western Senga, and Joseph Thomson, in his capacity as Representative of the British South Africa Company, hereinafter called "the Company."*

On the 25th November, 1890, in the presence of the Headmen and people of Western Senga, Chavira, the Chief, hereby agrees, for himself, his heirs and successors, and on behalf of his people:—

1. To accept the British flag, and to place himself irrevocably under the Protectorate of Great Britain.

2. To grant to the Company the sole right to search, exploit, dig for, and keep all minerals and metals.

3. To grant the sole right to construct, improve, equip, work, manage, and control all kinds of public works and conveniences of general and public utility, and to give to the Company absolutely and exclusively all commercial privileges of whatsoever kind.

4. Chavira further concedes to the Company the right to do all such things as are incidental or conducive to the exercise, attainment, or protection of any or all of the rights, powers, and concessions hereby granted.

5. Chavira further agrees not to enter into any Treaty or alliance with any other person, Company, or State, or to grant any concession of land without the consent of the Company in writing, it being understood that this covenant shall be considered in the light of a Treaty between the said Chief and people and the Government of Her Britannic Majesty Queen Victoria.

6. These grants and concessions are to apply to the whole of Western Senga.

In consideration of these grants and concessions, the Company agrees to pay Chivira, on the signing of this Treaty, goods to the value of 20*l.*, and the annual sum of 15*l.* on practical advantage being taken of the commercial clauses of this Treaty.

(Signed) CHAVIRA, his × mark.
(For the British South Africa Company),
JOSEPH THOMSON.

Witnesses:
(Signed) CHAS. WILSON.
J. C. GRANT.
(Signature in Arabic.)
JUMAH ABUBAKR, *Interpreter.*

---

* *Treaty between Chipepo, Sultan of Urenjé (a Country occupying the Middle Basin of the Lukanga River and the Upper Basin of the Mulungushi as far south as Latitude 14° 15′ south), and Joseph Thomson, in his capacity as Representative of the British South Africa Company, hereinafter called "the Company."*

On the 12th November, 1890, in the presence of the Headmen of Urenjé, Chipepo, the Sultan, hereby agrees, for himself, his heirs and successors, and on behalf of his people:—

1. To accept the British flag, and to place himself irrevocably under the Protectorate of Great Britain.

2. To grant to the Company the sole right to search, prospect, exploit, dig for, and keep all minerals and metals.

3. To grant the sole right to construct, improve, equip, work, and manage all kinds of public works and conveniences of general and public utility, and to give to the Company absolutely and exclusively all commercial privileges of whatsoever kind.

4. Chipepo further concedes to the Company the right to do all those things as are incidental or conducive to the exercise, attainment, or protection of all or any of the rights, powers, and concessions hereby granted.

5. Chipepo further agrees not to enter into any Treaty or alliance with any other person, Company, or State, or to grant any concession of land without the consent of the Company in writing, it being understood that this covenant shall be considered in the light of a Treaty between the said Sultan and people and the Government of Her Britannic Majesty Queen Victoria.

6. These grants and concessions are to apply to the whole of Urenjé.

In consideration of these grants and concessions, the Company, on the other hand, agrees to seek the earliest opportunity—

(1.) To relieve Chipepo and his people from the tyranny of the Portuguese half-caste ivory and slave-hunters, who keep them in constant fear of their lives and property.

(2) To pay Chipepo, on the signing of this Treaty, goods to the value of 20*l.*, and the annual sum of 20*l.*, to commence on practical advantage being taken of the commercial or mining clauses of this Treaty.

(Signed) CHIPEPO, his × mark.
(For the British South Africa Company),
JOSEPH THOMSON.

Witness:
(Signed) (Signature in Arabic.)
JUMAH ABUBAKR, *Interpreter.*

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* *Treaty between Chevia and Miembe, Chiefs of Senga, and Joseph Thomson, in his capacity as Representative of the British South Africa Company, hereinafter called "the Company."*

On the 27th November, 1890, in the presence of the Headmen and people of Senga, Chevia and Miembe hereby agree, for themselves, their heirs and successors, and on behalf of their people:—

1. To accept the British flag, and to place themselves irrevocably under the Protectorate of Great Britain.

2. To grant to the Company the sole right to search, exploit, dig for, and keep all minerals and metals.

3. To grant the sole right to construct, improve, equip, work, manage, and control all kinds of public works and conveniences of general and public utility, and to give to the Company absolutely and exclusively all commercial privileges of whatsoever kind.

4. Chevia and Miembe further concede to the Company the right to do all such things as are incidental or conducive to the exercise, attainment, or protection of all or any of the rights, powers, and concessions hereby granted.

5. Chevia and Miembe further agree not to enter into any Treaty or alliance with any other person, Company, or State, or to grant any concessions of land without the consent of the Company in writing, it being understood that this covenant shall be considered in the light of a Treaty between the said Chiefs and people and the Government of Her Britannic Majesty Queen Victoria.

6. These grants and concessions are to apply to the whole of the said Chiefs' country of Senga.

In consideration of these grants and concessions, the Company agrees to pay Chevia and Miembe jointly, on the signing of this Treaty, goods to the value of 25*l.*, and the annual sum of 20*l.* on practical advantage being taken of the commercial clauses of this Treaty.

(Signed) MIEMBE, his × mark.
CHEVIA, *ditto.*
(For the British South Africa Company),
JOSEPH THOMSON.

Witnesses:
(Signed) CHAS. WILSON.
J. S. GRANT.
(Signature in Arabic.)
JUMAH ABUBAKR, *Interpreter.*

Treaty of Agreement between Bonamanungo, Paramount Chief of Ntipwi, and Charles Wilson, in his capacity as Representative of the British South Africa Company, hereinafter called "the Company."

On the 20th day of March, 1891, in the presence of the Headmen and people of Ntipwi, Bonamanungo, the Chief, hereby agrees, for himself, his heirs and successors, and on behalf of his people:—

1. To accept the British flag, and place himself irrevocably under the Protectorate of Great Britain.

2. To grant to the Company the sole right to search, prospect, dig for, and keep all minerals and metals.

3. To grant to the Company the sole right to construct, improve, equip, work, manage, and control all kinds of public works and conveniences of general and public utility, and to give to the Company absolutely and exclusively all commercial privileges of whatsoever kind.

4. Bonamanungo further concedes to the Company the right to do all such things as are incidental or conducive to the attainment, exercise, or protection of all or any of the rights, powers, and concessions hereby granted.

5. Bonamanungo further agrees not to enter into any Treaty or alliance with any other person, Company, or State, or to grant any concession of land without the consent of the Company in writing, it being understood that this covenant shall be considered in the light of a Treaty between the said Chief and Her Britannic Majesty Queen Victoria.

6. These grants and concessions are to apply to the whole of Bonamanungo's country of Ntipwi.

The Company agrees to pay Bonamanungo, on the signing of this Treaty, goods to the value of 10*l.*, and the further yearly sum of 20*l.* on advantage being taken of the commercial clauses.

(Signed) BONAMANUNGO, his × mark.
(*Pro* the British South Africa Company),
CHAS. WILSON.

Witnesses:

(Signed)
ZONDO, his × mark,
CHIZENGA, *ditto*,
MAGWEGWE, *ditto*,
AKOPOTE, *ditto*,
CHIMWANGA, *ditto*,
} *Headmen of Bonamanungo.*

KAMPINA, *ditto*,
SANGE, *ditto*,
KAMWEMBE, *ditto*,
} *Headmen of Charles Wilson.*

Treaty of Agreement between Nyango, Paramount Chief of Mchopoka, and Charles Wilson, in his capacity as Representative of the British South Africa Company, hereinafter called "the Company."

On the 11th day of March, 1891, in the presence of the Headmen and people of Mchopoka, Nyango, the Chief, hereby agrees, for herself, her heirs and successors, and on behalf of her people:—

1. To accept the British flag, and place herself irrevocably under the Protectorate of Great Britain.

2. To grant to the Company the sole right to search, prospect, dig for, and keep all minerals and metals.

3. To grant to the Company the sole right to construct, improve, and equip, work, manage, and control, all kinds of public works and conveniences of general and public utility, and to give to the Company absolutely and exclusively all commercial privileges of whatsoever kind.

4. Nyango further concedes to the Company the right to do such things as are incidental or conducive to the exercise, attainment, or protection of all or any of the rights, powers, and concessions hereby granted.

5. Nyango further agrees not to enter into any Treaty or alliance with any other person, Company, or State, or to grant any concessions of land without the consent of the Company in writing, it being understood that this covenant should be considered in the light of a Treaty between the said Chief and Her Britannic Majesty Queen Victoria.

6. These grants and concessions are to apply to the whole of Nyango's country of Mchopoka.

The Company agrees to pay Nyango, on the signing of this Treaty, goods to the value of 5*l.*, and the sum of 10*l.* per year on advantage being taken of commercial clauses.

(Signed) NYANGO, her × mark.
(*Pro* the British South Africa Company),
CHARLES WILSON.

Witnesses:

(Signed)
TEKE, his × mark,
CHAKOMANIKA, *ditto*,
KALIMACHURUKA, *ditto*,
} *Headmen of Nyango.*

KAPINA, *ditto*,
JOHN, *ditto*,
SANGE, *ditto*,
} *Headmen of Charles Wilson.*

Treaty of Agreement between Nzango, Paramount Chief of Kunsungwi, and Charles Wilson, in his capacity as Representative of the British South Africa Company, hereinafter called "the Company."

On the 17th day of March, 1891, in the presence of the Headmen and people of Kunsungwi, Nzango, the Chief, hereby agrees, for herself, her heirs and successors, and on behalf of her people:—

1. To accept the British flag, and place herself irrevocably under the Protectorate of Great Britain.

2. To grant the Company the sole right to search, prospect, dig for, and keep all minerals and metals.

3. To grant to the Company the sole right to construct, improve, equip, work, manage, and control all kinds of public works and conveniences of general and public utility, and to give to the Company absolutely and exclusively all commercial privileges of whatsoever kind.

4. Nzango further concedes to the Company the right to do such things as are incidental or conducive to the exercise, attainment, or protection of all or any of the rights, powers, and concessions hereby granted.

5. Nzango further agrees not to enter into any Treaty or alliance with any other person, Company, or State, or to grant any concession of land without the consent of the Company in writing, it being understood that this covenant shall be considered in the light of a Treaty between the said Chief and Her Britannic Majesty Queen Victoria.

6. These grants and concessions are to apply to the whole of Nzango's country of Kunsungwi.

The Company agrees to pay Nzango, on the signing of this Treaty, goods to the value of 4*l.*, and the further yearly sum of 10*l.* on advantage being taken of the commercial clauses.

(Signed) NZANGO, her × mark.
(*Pro* the British South Africa Company),
CHAS. WILSON.

Witnesses:

(Signed) TENTIMA, his × mark, *Successor to Nzango.*
PALANDIDA, *ditto,* } *Headmen of Nzango.*
PALIRA, *ditto,* }
KUSUNGWI, *ditto,* }
KAMPINA, *ditto,* } *Headmen of Charles Wilson.*
CHIOTTO, *ditto,* }
SANGE, *ditto,* }

Treaty of Agreement between Napulu, Paramount Chief of Mtapasa, and Charles Wilson, in his capacity as Representative of the British South Africa Company, hereinafter called "the Company."

On the 19th day of March, 1891, in the presence of the Headmen and people of Mtapasa, Napulu, the Chief, agrees, for herself, her heirs and successors, and on behalf of her people:—

1. To accept the British flag, and place herself irrevocably under the Protectorate of Great Britain.

2. To grant to the Company the sole right to prospect, search, dig for, and keep all minerals and metals.

3. To grant to the Company the sole right to construct, improve, equip, work, manage, and control all kinds of public works and conveniences of general and public utility, and to give to the Company absolutely and exclusively all commercial privileges of whatsoever kind.

4. Napulu further concedes to the Company the right to do such things as are incidental or conducive to the exercise, attainment, or protection of all or any of the rights, powers, or concessions hereby granted.

5. Napulu further agrees not to enter into any Treaty or alliance with any other person, Company, or State, or to grant any concessions of land without the consent of the Company in writing, it being understood that this covenant shall be considered in the light of a Treaty between the said Chief and Her Britannic Majesty Queen Victoria.

6. These grants and concessions are to apply to the whole of Napulu's country of Mtapasa.

The Company further agrees to pay Napulu, on the signing of this Treaty, goods to the value of 8*l.*, and the yearly sum of 15*l.* on advantage being taken of the commercial clauses.

(Signed) NAPULU, her × mark.
(*Pro* the British South Africa Company),
CHAS. WILSON.

Witnesses:

(Signed) NANKULO, his × mark, *Successor to Napulu.*
NAZADZA, *ditto,* } *Headmen of Napulu.*
MALOA, *ditto,* }
SAPITA, *ditto,* }
KAMPINA, *ditto,* } *Headmen of Charles Wilson.*
CHIWOKO, *ditto,* }
SANGE, *ditto,* }

Treaty of Agreement between Mkumba, Paramount Chief of Mtsomba, and Charles Wilson, in his capacity as Representative of the British South Africa Company, hereinafter called "the Company."

On the 24th day of March, 1891, in the presence of the Headmen and people of Mtsomba, Mkumba, the Chief, hereby agrees, for himself, his heirs and successors, and on behalf of his people :—

1. To accept the British flag, and to place himself irrevocably under the Protectorate of Great Britain.

2. To grant to the Company the sole right to search, prospect, dig for, and keep all minerals and metals.

3. To grant to the Company the sole right to construct, improve, equip, work, manage, and control all kinds of public works and conveniences of general and public utility, and to give to the Company absolutely and exclusively all commercial privileges of whatsoever kind.

4. Mkumba further concedes to the Company the right to do such things as are incidental or conducive to the exercise, attainment, or protection of all or any of the rights, powers, and concessions hereby granted.

5. Mkumba further agrees not to enter into any Treaty or alliance with any other person, Company, or State, or to grant any concession of land without the consent of the Company in writing, it being understood that this covenant shall be considered in the light of a Treaty between the said Chief and Her Britannic Majesty Queen Victoria.

6. These grants and concessions are to apply to the whole of Mkumba's country.

The Company further agrees to pay Mkumba, on the signing of this Treaty, goods to the value of 10*l*., and a yearly sum of say 15*l*. on advantage being taken of the commercial clauses.

(Signed) MKUMBA, his × mark.
(*Pro* the British South Africa Company),
CHAS. WILSON.

Witnesses:
(Signed) CHAKUTIRA, his × mark, } *Headmen of Mkumba.*
MAGOMERA, *ditto*, }
NGWALA, *ditto*, }
KAMPINA, *ditto*, } *Headmen of Charles Wilson.*
SANGE, *ditto*, }
KAMWEMBE, *ditto*, }

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* *Mining Concession from Muliro, Chief of a portion of Sengaland.*

I, the Undersigned, Muliro, Chief of a portion of Sengaland, do hereby concede to the Royal British South Africa Chartered Company (Limited) exclusive mining rights over the extent of territory which by right belongs to me, and which is bounded as follows :—

On the west by the Loangwa River.
On the north by south latitude 14′ (or thereabouts).
On the east by Mpeseni's and Undi's countries.
On the south by south latitude 15′ (or thereabouts).

(Signed) MULIRO, his × mark.

Witnesses to signature:
(Signed) JAMES MELDRUM.
DAVID BIWI, his × mark.

Also all such mining rights over the country in which I am now living on the west side of the Loangwa River as may have been acquired by me by occupation.

(Signed) MULIRO, his × mark.

Witnesses to signature:
(Signed) JAMES MELDRUM.
DAVID BIWI, his × mark.

I, the Undersigned, do swear that I have truly and honestly interpreted the terms of the foregoing concessions to the Chief Muliro, in the Achwea language, and that he has signed this document in full knowledge of its contents.

(Signed) DAVID BIWI, his × mark.

Witness:
(Signed) ALFRED SHARPE.

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* *Mining Concession by Mwapi, Chief of the Lukusasi Country.*

I, the Undersigned, Mwapi, Chief of the Lukusasi country, do hereby concede to the Royal British South Africa Chartered Company (Limited) exclusive mining rights over the extent of territory which I possess, which is bounded as follows:—

On the east and south-east by the watershed between the Lukusasi River (and its head-waters) and the Loangwa River.

On the north, the north-west, and the west by the watershed of the Lukusasi River.

On the south by south latitude 13° 40′ (or thereabouts).

(Signed) MWAPI, his × mark.

Witnesses to signature:
(Signed) MASONI, his × mark.
ZUSA, *ditto.*

I, the Undersigned, do swear that I have truly and honestly interpreted the terms of the foregoing concession to the Chief Mwapi, in the Achewa language, and that he has signed this document in full knowledge of its contents.

(Signed) MASONI, his × mark.

Witness to signature:
(Signed) ALFRED SHARPE

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* *Agreement.*

Know all men whom it may concern that a full meeting of the Council of the Kazembe branch of the Lunda people was held at Kazembe's on the 30th day of September, 1890, and it was there agreed that I, Kazembe, the Paramount Chief or King, should enter into this solemn Agreement, and for the considerations hereinafter mentioned should, for myself and my heirs and successors, and on behalf of my said nation, give and grant unto Alfred Sharpe, in his capacity as the representative of the British South Africa Company, hereinafter called the Company, the sole, absolute, and entire perpetual right and power to do the following acts over the whole or any portion of the territory of the said nation, or any future extension thereof, including all subject and dependent territories:—

(*a.*) To search, prospect, exploit, dig for, and keep all minerals and metals.

(*b.*) To construct, improve, equip, work, manage, and control public works and conveniences of all kinds, including railways, tramways, docks, harbours, roads, bridges, piers, wharves, canals, reservoirs, waterworks, embankments, viaducts, irrigations, reclamation improvement, sewage, drainage, sanitary, water, gas, electric or any other mode of light, telephonic, telegraphic power supply, and all other works and conveniences of general or public utility.

(*c.*) To carry on business of miners, quarry owners, metallurgists, mechanical engineers, iron founders, builders, and contractors, ship-owners, ship-builders, brick-makers, warehousemen, merchants, importers, exporters, and to buy, sell, and deal in goods or property of all kinds.

(*d.*) To carry on the business of banking in all its branches.

(*e.*) To buy, sell, refine, manipulate, mint, and deal in bullion, specie, coin, and precious metals.

(*f.*) To manufacture and import arms and ammunition of all kinds.

(*g.*) To do all such things as are incidental or conducive to the exercise, attainment, or protection of all or any of the rights, powers, and concessions hereby granted.

And I further agree and bind myself and my successors and nation not to enter into any Treaty or alliance with any other person, Company, or State, or to grant any concessions of land without the consent of the Company in writing, it being understood that this covenant shall be considered in the light of a Treaty or alliance made between the said nation and the Government of Her Britannic Majesty Queen Victoria; and in consideration hereof I, Alfred Sharpe, on behalf of the Company, hereby undertake and agree to protect the said King and nation from all outside interference or attacks, and to support and maintain the said Chief and his lawful successors in the constitutional maintenance and exercise over his subjects of his powers and authority.

And the Company hereby undertakes to hold its servants liable for any ill-treatment or interference with any of the King's native subjects, and the Company further hereby agrees and undertakes, in token of the amicable and friendly relations subsisting between the King and the Company, to appoint and maintain in the said territory a British Resident, with a suitable retinue and suite of British subjects, and an escort of British police for the due maintenance of law and order within the said territory.

The Company further hereby agrees that it will, under the King's supervision and authority, aid and assist in the establishment and propagation of the Christian religion, and the education and civilization of the native subjects of the King, by the establishment, maintenance, and endowment of such churches, schools, and trading stations as may be from time to time mutually agreed upon by the King and the Resident hereinbefore mentioned, and by the extension and equipment of telegraphs and of services of postal and transport communications.

And the Company lastly undertakes and agrees to pay to the said Chief or King and his successors, in perpetuity, an annual sum of 25*l.*, or the equivalent thereof in trading goods at the option of the King.

(Signed) KAZEMBE, his × mark, *King or Chief of Kazembe.*
ALFRED SHARPE, *Representative of the British South Africa Company.*

In presence of:
(Signed) BANDAWE, his × mark,
Native of Blantyre, Shiré Highlands.

I, Alfred Sharpe, hereby make oath and declare that this Agreement was accurately translated and explained to the said Kazembe by the witness Bandawe in the Kiswahili language.

(Signed) ALFRED SHARPE,
Solicitor of the Supreme Court of Westminster.

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* *Agreement.*

Know all men whom it may concern that a full meeting of the Council of the Itawa branch of Awemba people was held at Nsama's on the 15th day of December, 1890, and it was there agreed that I, Nsama, the Paramount Chief or King, should enter into this solemn Agreement, and for the consideration hereinafter mentioned should, for myself and my heirs and successors, and on behalf of my said nation, give and grant unto Alfred Sharpe, in his capacity as the representative of the British South Africa Company, hereinafter called "the Company," the sole, absolute, and entire perpetual right and power to do the following acts over the whole or any portion of the territory of the said nation, or any future extension thereof, including all subject and dependent territories:—

(*a.*) To search, prospect, exploit, dig for, and keep all minerals and metals.

(*b.*) To construct, improve, equip, work, manage, and control public works and conveniences of all kinds, including railways, tramways, docks, harbours, roads, bridges, piers, wharves, canals, reservoirs, waterworks, embankments, viaducts, irrigations, reclamation improvement, sewage, drainage, sanitary, water, gas, electric or any other mode of light, telephonic, telegraphic power supply, and all other works and conveniences of general or public utility.

(*c.*) To carry on business of miners, quarry owners, metallurgists, mechanical engineers, iron-founders, builders and contractors, ship-owners, ship-builders, brick-makers, warehousemen, merchants, importers, exporters, and to buy, sell, and trade in goods or property of all kinds.

(*d.*) To carry on the business of banking in all its branches.

(*e.*) To buy, sell, refine, manipulate, mint, and deal in bullion, specie, coin, and precious metals.

(*f.*) To manufacture and import arms and ammunition of all kinds.

(*g.*) To do all such things as are incidental or conducive to the exercise, attainment, or protection of all or any of the rights, powers, and concessions hereby granted.

And I further agree and bind myself and my successors and nation not to enter into any Treaty or alliance with any other person, Company, or State, or to grant any concessions of land without the consent of the Company in writing, it being understood that this covenant shall be considered in the light of a Treaty or alliance made between the said nation and the Government of Her Britannic Majesty Queen Victoria.

And in consideration hereof I, Alfred Sharpe, on behalf of the Company, hereby undertake and agree to protect the said King and nation from all outside interference or attacks, and to support and maintain the said Chief and his lawful successors in the constitutional maintenance and exercise over his subjects of his powers and authority.

And the Company hereby undertakes to hold its servants liable for any ill-treatment or interference with any of the King's native subjects.

And the Company further hereby agrees and undertakes, in token of the amicable and friendly relations subsisting between the King and the Company, to appoint and maintain in the said territory a British Resident, with a suitable retinue and suite of British subjects, and an escort of British police for the due maintenance of law and order within the said territory.

The Company further hereby agrees that it will, under the King's supervision and authority, aid and assist in the establishment and propagation of the Christian religion, and the education and civilization of the native subjects of the King, by establishment, maintenance, and endowment of such churches, schools, and trading stations as may be from time to time mutually agreed upon by the King and the Resident hereinbefore mentioned, and by the extension and equipment of telegraphs and of services of postal and transport communications.

And the Company lastly undertakes and agrees to pay to the said Chief or King and his successors, in perpetuity, an annual sum of 25*l.*, or the equivalent thereof in trading goods, at the option of the King.

(Signed) NSAMA, his × mark, *King or Chief of Itawa.*
ALFRED SHARPE, *Representative of the British South Africa Company.*

In presence of:
(Signed) PONDERA, his × mark,
Native of Liendwe, Tanganyika.

I, Alfred Sharpe, hereby make oath and declare that this Agreement was accurately translated and explained to the said Nsama by the witness Pondera in the Ki-Lundu language.

(Signed) ALFRED SHARPE,
Solicitor of the Supreme Court of Westminster.

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* *Deed of Cession by Ware Syndicate to South Africa Company of Lewanika's Grant of June* 27, 1889.

Be it hereby made known that on this the 23rd day of December, 1889, before me, Alfred Edward Caldecott, of Kimberley, in the Colony of the Cape of Good Hope, Notary Public by lawful authority duly sworn and admitted, and in the presence of the subscribed witnesses, personally came and appeared Henry James King and Charles Edward Nind, in their capacity as the trustees for the time being of the Ware Syndicate, who declared that, acting in accordance with a Resolution of and under instructions from the members of the said Syndicate, they have made and executed the following Agreement and instrument of assignment, to wit:—

The said Henry James King and Charles Edward Nind, in their aforesaid capacity, for and in respect of certain valuable considerations hereinafter more particularly set forth, and for divers other good causes and considerations, do by these presents cede, assign, transfer, and set over in full and free property absolutely unto the British South Africa Company and to the representative or representatives for the time being hereafter of the said Company, his or their order or assigns, all the right, title, and interest of the said Ware Syndicate in and to a certain agreement, grant, or concession, which is hereunto annexed, marked (A), made, given, and granted unto one Harry Ware, on the 27th day of June, 1889, by Lewanika, King of the Barotse nation, by and with the advice and assistance of his Headmen and Councillors, who, together with the said King, executed the said agreement, grant, or concession, and which said agreement, grant, or concession was subsequently, to wit, on the 11th day of October, 1889, ceded, transferred, assigned, and set over by the said Harry Ware unto and to the said appearers by a deed of cession, which is also hereunto annexed, marked (B), by which said agreement or concession the sole, absolute, and exclusive right, *inter alia,* is given, granted, and conceded to the said Harry Ware, and by him ceded as aforesaid to the said Ware Syndicate, to dig, mine, and quarry for precious stones, gold, silver, and all other minerals whatsoever in, upon, and under a portion of the country of the said Barotse nation, the terms and boundaries of which are more particularly set forth in the said annexed documents; and the said appearers, hereby renouncing all the right, title, and interest which the said Harry Ware and the said Ware Syndicate heretofore had in and to the rights and privileges set forth in the said grant or concession, did, in consequence, acknowledge themselves and their said Syndicate to be entirely dispossessed of the same and disentitled thereto, and that by virtue of these presents the said British South Africa Company, or its legal representative or representatives, or his or their order or assigns, now is and henceforth shall be entitled thereto. The appearers further promising and engaging that they shall and will at all times free and warrant this deed of cession and transfer, and, moreover, shall and will, whenever called upon so to do, sign and execute and deliver and do and perform all such acts, instruments, deeds, matters, and things whatsoever as may be considered necessary for more effectually assigning to and vesting in the said British South Africa Company the rights and privileges contained in the said grant or concession.

Appeared also before me, the said Notary, at the same time and place, and in the presence of the said witnesses, the Honourable Cecil John Rhodes, a Director of and the legal and proper representative of the said British South Africa Company in South Africa, who declared, in the name and on behalf of his said Company, to accept the above cession and transfer, and in consideration therefor to have this day paid to the said Ware Syndicate the sum of 9,000*l.* cash, the receipt whereof the said trustees also acknowledged, and in further consideration therefor the said Cecil John Rhodes hereby agreed to hand over to the said trustees 10,000 fully paid up 1*l.* shares in the said British South Africa Company so soon as the same are issued and received by him from England, which he undertakes to be within a reasonable time and with as little delay as possible.

And whereas the capital of the said British South Africa Company has just been or is about to be increased.

Now, therefore, as a further consideration for such cession and transfer, it is agreed that the legal holder or holders of the said 10,000 shares or any of them shall be entitled to take up and receive from the said Company, out of such increased capital, two shares with 3*s.* each paid up thereon for every one of the said 10,000 shares held by him or them upon payment of the said sum of 3*s.* for each such two shares, and upon such terms as to future calls and other conditions as the same may be issued, provided that the same shall rank as to dividends and all other bonuses, rights, and privileges as the ordinary shares of the Company.

And the said Cecil John Rhodes also declared and agreed to take over and fulfil such of the liabilities and obligations of the said Harry Ware, or the said Ware Syndicate, in respect of the said grant or concession which are set out in the deed of agreement, signed by the said Harry Ware, dated the said 27th day of June, 1889, copy of which is hereunto annexed, marked (C), as he may from time to time be required by the said King Lewanika.

Thus done and passed at Kimberley aforesaid, this 23rd day of December, 1889, by the said appearers, in the presence of me, the said Notary, and of the witnesses hereto subscribing.

(Signed) H. J. KING, } *Trustees,*
C. E. NIND, } *Ware Syndicate.*
C. J. RHODES.

Witnesses:
(Signed) J. H. CHAPMAN.
H. MARSHALL HOLE.

Before me:
(Signed) ALFRED E. CALDECOTT, *Notary Public.*

(A.)

* *Agreement between Lewanika, King of the Barotse, and Harry Ware.*

Know all men whom it may concern that I, Lewanika, King of the Barotse nation, acting on the advice and with the assistance of my Headmen and Councillors, who have together with me executed these presents, and for myself and on behalf of my people, the Barotse nation, do hereby, for valuable consideration received, and still to be received, by me, in terms of a certain Agreement this day entered into by me on that behalf with Harry Ware and his assigns, give, grant, and concede unto the said Harry Ware and his assigns the sole, absolute, and exclusive right to dig, mine, and quarry for precious stones, gold, silver, and all other minerals and metals of whatsoever description, for the term of twenty years, with the option of renewal, at the expiration of this Agreement, in terms to be agreed upon between myself or successors, and the said Harry Ware or his assigns, the whole of my country extending east from the River Magite, the boundary to the north to be the cattle-path leading to the Maechikulumboe, the boundary to the south to be the Zambesi River, together with the following rights and privileges, to wit:—

The right to as much wood and water as shall be required by the said Harry Ware, or his assigns, for mining and building purposes, and for the construction of any works or conveniences whatsoever requisite thereto.

The right to as much land as shall be required by the said Harry Ware, or his assigns, for the erection of dwelling-houses, stores, and other buildings and machinery.

The right of grazing throughout the said territory for as much cattle, sheep, horses, and mules as shall be required by the said Harry Ware, or his assigns, for the purpose of this concession.

The right to construct and lay tramways, railways, and roads, and to cut and make channels and aqueducts.

The right of free access to any and every part of the said territory, and the right of way for the purpose of conveying into, through, and from the aforesaid territory all stores, machinery, building material, ores, minerals, and, in general, for carrying out and developing the rights and privileges granted under these presents.

And I hereby, further assisted and advised as aforesaid, declare, for myself and successors, that all profits, of whatsoever nature or kind, arising from the exercise of the rights and privileges as aforesaid hereby given and granted, shall belong to and be the exclusive property of the said Harry Ware and his assigns, provided the rent and royalty as agreed on be duly paid, and that neither I nor any of my successors shall at any time hereafter lay any claim whatever thereto, or to any part thereof.

And I, the said Chief, further agree to give all the protection in my power to the said Harry Ware, his employés and goods.

Thus given under my hand and seal at Lealuye, this 27th day of June, 1889.

(Signed) LEWANIKA, *King of the Barotse.*
LITIA, *Lewanika's Son and Heir.*
MOAORUKA, his × mark, *Gambela, Prime Minister.*
GALIBOTSOE, *ditto, Liomba, 2nd Minister.*
KAONGORO, *ditto, Nyamawina, Councillor.*
BIONDA, *ditto, King's Brother-in-law.*
SIMOMO, *ditto, Nalishua, Councillor.*
WAMONYAMA, *ditto, Namamba, Councillor.*
SEBEGO, *ditto, Somonja, Councillor.*
MOROMBOALISA, *ditto, Ingonde, Councillor.*
MUIEA, *ditto, Kombeloa, Councillor.*
MASIGO, *ditto, the Queen Mokwae's Husband.*
KABISA, *ditto, Gambela, Prime Minister of Queen Mokwae.*
MOKUNGU, *ditto, Mokwakwa, 2nd Minister of the Queen Mokwae.*
WAMUWE, *ditto, Imboa, Queen's Councillor.*
MOYONDA, *ditto, Sayoa, Queen's Councillor.*
MONANYANDA, *ditto, Namonda, Queen's Councillor.*
KARARUKA, *ditto, Natamoyo of Nalolo, the Queen's Capital, Interceder.*
ITUI, *ditto, Inganguana, Officer of the King's Household.*
WAKUNGUMA, *ditto, Mobonda, Officer of the King's Household.*
MOKAMBA, *ditto, the Queen's Son-in-law.*
AKUFUNA, *ditto, Luehanana, Officer of the King's Household.*

Witnesses to signatures:
(Signed) F. COILLARD.
SEATJIKA.
KARUMBA.

(B.)

Deed of Cession of June 1889. *Concession by Ware to Ware Syndicate.*

Be it hereby made known:

That on this the 11th day of October, in the year of our Lord 1889, before me, Henry Charles Hull, of Kimberley, Griqualand West, in the Colouy of the Cape of Good Hope, Notary Public by lawful authority duly admitted and sworn, and in presence of the hereinafter-named witnesses, personally came and appeared Harry Ware, who declared by these presents that for and in respect of valuable consideration received by him, and for divers other good causes and considerations him thereunto moving, he doth by these presents cede, assign, transfer, and set over in full and free property, absolutely unto and on behalf of Henry James King and Charles Edward Nind, in their capacity as the trustees for the time being of the Ware Syndicate, and to their successors in office the trustees for the time being hereafter of the said Syndicate, and to their order or assigns, all and singular the right, title, interest, and claim whatsoever of him the said appearer in and to a certain grant or concession, the original whereof is hereunto annexed, made, given, and granted on the 27th day of June, 1889, by Lewanika, King of the Barotse nation, by and with the advice and assistance of his Headmen and Councillors, who, together with the said King, executed the said grant or concession, whereby the sole, absolute, and exclusive right, *inter alia*, is given, granted, and conceded to the said appearer and his assigns, to dig, mine, and quarry for precious stones, gold, silver, and all other minerals and metals of whatsoever description, in, upon, and under the whole of the country of the said Barotse nation, extending east from the River Magite, the boundary to the north to be the cattle-path leading to the Maechikulumboe, the boundary to the south to be the Zambesi River.

Wherefore the said appearer, hereby renouncing all the right and title which he heretofore had in and to the said grant or concession, did in consequence acknowledge himself to be entirely dispossessed thereof and disentitled to the same, and that by virtue of these presents the said Henry James King and Charles Edward Nind, in their aforesaid capacity, and their successors in office, order, or assigns, now are and henceforth shall be entitled thereto. The appearer further promising and engaging that he shall and will at all times free and warrant this deed of cession and transfer, and, moreover, shall and will, whenever called upon so to do, sign, execute, and deliver, and do and perform all such acts, instruments, deeds, matters, and things whatsoever as may be considered requisite or necessary for more effectually assigning to and vesting in the said Syndicate, or their successors and assigns, the grant or concession aforesaid.

Thus done and passed at Kimberley, the day, month, and year first afore written, in presence of the witnesses James Millar Brown and William Henry Solomon.

(Signed) HARRY WARE, *Quod Attestor.*
H. CHAS. HULL, *Notary Public.*

Witnesses:
(Signed) J. M. Brown.
W. H. Solomon.

(C.)

Agreement between Mr. Harry Ware and Lewanika, King of the Barotse. (*Consideration for June Concession.*)

I, the undersigned Harry Ware, or my assigns, hereby agree:—

1. To pay Lewanika, King of the Barotse, or his successors, the sum of 200*l.* per annum, payable in advance, for the mining concession granted to me by the said King Lewanika.

2. To pay the said King Lewanika or his successor a royalty of 4 per cent. on the total output of any mineral, minerals, or precious stones won by me in the said granted territory.

3. That I will in no way trespass or injure any cultivated land in the said granted territory without permission from the local Chief, and without compensation agreed upon between the owner of the land and myself. And also not to carry on mining operations within 500 yards of any native village.

4. That I or any of my employés shall not at any time hunt or shoot any elephant in or out of the said conceded territory.

5. To give the King Lewanika or his successors, or any person duly authorized by him, free access at any time to the books and to the works of the Company.

6. I furthermore agree not to bring intoxicating liquors into the country, to introduce only men of good character, and to do all in my power to give effect to all Laws, Rules, and Regulations of the King Lewanika or his successors.

Signed at Lealuye on the 27th day of June, 1889.

(Signed) HARRY WARE.

Witnesses:
(Signed) F. Coillard.
Seatjika.
Litia.

Dear Sir,

Ware Syndicate, Kimberley, December 23, 1889.

Inclosed I send you the undertaking agreed upon, signed by all the members of the Syndicate except Mr. C. E. Nind, who is absent from Kimberley.

Yours faithfully,
(Signed) J. C. HAARHOFF,
Hon. Secretary.

A. E. Caldecott, Esq.,
Attorney for British South Africa Company,
Kimberley.

(E.)

Agreement of Ware Syndicate not to interfere with British South Africa Company.

Know all men whom it may concern that we, the undersigned members of the Ware Syndicate, having sold all our interests in the Barotse Concession to the British South Africa Company for certain moneys, shares, and considerations, which are more particularly set out in the deed of cesson executed before the Notary Alfred Edward Caldecott this day do hereby severally and jointly promise, undertake, and agree, as a further consideration for the moneys and shares paid, or to be paid, to us by the British South Africa Company in respect of such concession, not to hamper or interfere in the objects or operations of the said Company at any time hereinafter in any manner whatsoever by acquiring, or attempting to acquire, directly or indirectly, either for ourselves or for any other person or persons whomsoever, any further concessions, rights, or interests at any place within the sphere of the said Company's operations, and should we acquire any such concessions, rights, or interests, the same shall be, and be deemed to be, the sole and absolute property of the said Company, who may absolutely take and retain the same without any further payments or considerations beyond those herein referred to.

(Signed) J. C. HAARHOFF.
S. NEUMANN.
(*Pro* A. Warburg and Dunkelbuhler),
G. IMROTH.
H. J. KING.
H. WARE.
W. T. ANDERSON.
(*Pro* Geo. Beveridge),
W. WELLS.
W. WELLS.
(*Pro* P. B. Berry Owen),
W. WELLS.
G. IMROTH.
C. E. NIND.
THOS. J. POOLE.

Agreement to same effect by Ware.

Know all men whom it may concern that I, Harry Ware, presently of Kimberley, considering that whereas the members of the Ware Syndicate had sold all their interest in the Barotse Concession to the British South Africa Company for certain moneys, shares, and considerations which are more particularly set out in the deed of cession executed before the Notary Alfred Edward Caldecott on the 23rd day of December, 1889, do hereby promise, undertake, and agree not to hamper or interfere in the objects or operations of the said Company at any time hereafter in any manner whatsoever, nor to acquire, or attempt to acquire, directly or indirectly, either for myself, or for any other person or persons whomsoever, any further concessions, rights, or interests at any place within the sphere of the Company's operations, and should I acquire any such concessions, rights, or interests, the same shall be, and be deemed to be, the sole and absolute property of the said Company, who may absolutely take and retain the same without any further payments or considerations beyond those herein referred to.

And further I, the said Harry Ware, do hereby undertake and agree to work and act for the said Company at any time hereafter, if required to do so, and that on such terms and conditions as may be agreed upon.

Dated at Kimberley, this 24th day of December, 1889.

(Signed) H. WARE.

Witnesses:
(Signed) ALFRED E. CALDECOTT.
F. J. MARSH.

Certificate.

I, Alfred Edward Caldecott, of Kimberley, in the Colony of the Cape of Good Hope, Notary Public by lawful authority duly admitted and sworn, do hereby certify and attest unto all whom it may concern that I have this day collated and compared with the originals the copies hereto prefixed numbered 1, 2, 3, 4, 5, 6, and 7, being:—

No. 1. Copy of Deed of Cession by H. J. King and C. E. Nind, in their capacity as the trustees of the Ware Syndicate, in favour of the British South Africa Company, dated the 23rd December, 1889.

No. 2. Copy of Deed of Cession by Harry Ware to the trustees of the Ware Syndicate, dated the 11th October, 1889.

No. 3. Copy of Agreement between Lewanika, King of the Barotse, and Harry Ware, dated the 27th June, 1889.

No. 4. Copy of Agreement between Harry Ware and Lewanika, King of the Barotse, dated the 27th June, 1889.

No. 5. Copy of letter from J. C. Haarhoff, Honorary Secretary of the Ware Syndicate, to Alfred E. Caldecott, Attorney of British South Africa Company, dated the 23rd December, 1889.

No. 6. Copy of Agreement not to interfere with the operations of the British South Africa Company, signed by all the members of the Ware Syndicate.

No. 7. Copy of Agreement not to interfere with the operations of the British South Africa Company, signed by H. Ware.

And I, the said Notary, do further certify and attest that the same are true and faithful copies of the said originals, and agree therewith in every respect. An act whereof being required, I have granted these presents under my notarial form, to serve and avail as occasion shall or may require.

Thus done and passed at Kimberley aforesaid, this 16th day of June, in the year of our Lord 1890.

(Signed) ALFRED E. CALDECOTT,
Notary Public.

(Seal.)

Witnesses:
(Signed) H. Macmillan.
G. M. A. Kearney.

Lewanika's Agreement of June 26, 1890, with Lochner, for South Africa Company.

Know all men whom it may concern that I, Lewanika, Paramount Chief or King of the Barotse nation or people, for myself and my heirs and successors, and for my people, with the advice and consent of the Council of my nation, at a full meeting held at Lealui on the 26th day of June, 1890, have agreed and do hereby agree, for the considerations mentioned below, to give to Frank Elliot Lochner, as the representative of the British South Africa Chartered Company, or to its assigns, the sole, absolute, and exclusive perpetual right and power to do the following acts free of any royalty or deduction over the whole of the territory of the said nation, or any future extension thereof, including all subject and dependent territory:—

(*a.*) To carry on any manufacturing, commercial, or other trading business.

(*b.*) To search for, dig, win, and keep diamonds, gold, coal, oil, and all other precious stones, minerals, or substances.

(*c.*) To construct, improve, equip, work, and manage public works, railways, tramways, roads, bridges, waterworks, lighting, and all other works and conveniences of general or public utility.

(*d.*) To carry on the business of banking in all its branches.

(*e.*) To buy, sell, refine, manipulate, mint, and deal in precious stones, specie, coin, and all other metals and minerals.

(*f.*) To manufacture and import arms and ammunition of all kinds.

(*g.*) To do all such things as are incidental or conducive to the exercise, attainment, or protection of all or any of the rights, powers, and concessions hereby granted.

And I further agree and bind myself and my successors and nation not to give or enter into any agreement, concession, Treaty, or alli nce with any person, Company, or State, it being understood that this Agreement shall be considered in the light of a Treaty or alliance made between my said Barotse nation and the Government of Her Britannic Majesty Queen Victoria, but nothing written in this Agreement shall otherwise affect my constitutional power or authority as Chief of the said nation, or give the Company the right to any other land than for mining and trading purposes, or to interfere with any towns, cattle, posts, gardens, or fountains belonging to me and my people.

And, in consideration of the above, I, Frank Elliot Lochner, on behalf of the said Company, hereby undertake and agree to protect the said King and nation from all outside interference or attack, but the Company shall not be obliged to interfere in any matter concerning the King's power and authority over any of his own subjects.

And the Company hereby undertakes to hold all its servants liable for any ill-treatment or interference with any of the King's native subjects.

The Company further agrees that it will aid and assist in the education and civilization of the native subjects of the King by the establishment, maintenance, and endowment of school and industrial establishments, and by the extension and equipment of telegraphs and of regular services of postal and transport communications, and as a sign of the amicable relations between the King and the Company, the Company hereby undertakes and agrees to appoint and maintain a British Resident, with a suitable suite and escort, to reside permanently with the King.

The Company stipulates that it will only enter the territory of the King by the drift known as Gazungula except by the consent of the King.

The Company further stipulates that no official or employé of theirs will be allowed to hunt elephants, or game of any description, without the consent of the King; that the elephants in the country are the exclusive property of the King; provided always the above clause will not interfere with the right of any official or employé of the Company to shoot game for the purposes of food—always excepting elephants.

The Company further agrees that the country will not be thrown open for immigration without the consent of the King and his people.

The Company acknowledges the rights of the natives to iron found in the country, and that the iron mines which are already worked by them will be their exclusive property, viz.: Kachange, Kabako, Seyowl, Motondo, Kataba, Kamvengo, Dunda, Salala, and Mosimbisi. This, however, does not mean that the natives have the exclusive right to all the iron of the country, with the exception of the mines previously mentioned.

The Company binds itself to recognize the right of the King to the royalty agreed upon by him and Mr. H. Ware on the part of the country known as Ware's Concession, or Batoka country, until such time as some amicable agreement is come to between the King and the Company for its abolition.

I, Lewanika, do promise to continue in my endeavours for the suppression of slavery and witchcraft in my country, and will aid and assist the Company in their efforts for the same object.

And the Company lastly undertakes and agrees to pay to the said Chief, or King, and to his successors in perpetuity, an annual sum of 2,000*l.*, or the equivalent thereof in trading goods, at the option of the King.

The Company further binds itself to respect the feelings of the people by not commencing mining operations in the country between the wagon road and the river from Shesheke and Lealui without the consent of the King.

(Signed) FRANK ELLIOT LOCHNER.
LEWANIKA.
LITIA, *the King's Eldest Son and Heir.*
MOAURUKA, his × mark, *Gambella, or Prime Minister.*
AKUFUNA, *ditto, First Councillor.*
MOKULOA KASIKU, *ditto, Minister.*
GALIBOTSOE, *ditto, Minister.*
BEUNJA, *ditto, King's Brother-in-law.*
KARONGA, *ditto, the King's Son-in-law.*
NALISHUA, *ditto, Councillor.*
NAMUNDA, *ditto, Headman, or Chief.*
INGANGOANA, *ditto,*
LUCHANANA MOWANA, *ditto,*
IMASEKOANA, *ditto,*
SEKOTA, *ditto,*
ALISHEKE, *ditto,*
} *Chiefs of the King's Household.*
MOLETA, *ditto, Chief of Libonda.*
MONONO, *ditto, Chief.*
ISHEKWANDA, *ditto, Husband of the Queen of Nalolo, the King's Sister.*
SAMBI, *ditto, Gambella, Prime Minister of the Queen of Nalolo.*
MOKOAKOA, *ditto,*
MBOA, *ditto,*
SAYOA, *ditto,*
} *Ministers of the Queen.*
SAMBIANA, *ditto,*
NAMUNDA, *ditto,*
MOKALA, *ditto,*
} *Chiefs of Nalolo.*
RATAN, *ditto,*
KATUKURA, *ditto,*
TAHALIMA, *ditto,*
MOANA MOALI, *ditto,*
MOKORO, *ditto,*
NALISHUA, *ditto,*
MOLEFI, *ditto,*
} *Chiefs of Lesheke*
SIKU, *ditto, Chief of Mananzoaat Swanke's, or Wankie.*
MOKUMBA, *ditto, Head Chief of Kazungula.*
KUENANE, *ditto,*
MOKUAHELA, *ditto,*
} *Chiefs of the Linyante District.*
SEKOMBA, *ditto, a Chief of Sesheke.*
NAWA, *ditto, Headman.*
MOSIALELA, *ditto,*
MONOKAYUMBOA, *ditto,*
} *King's Brothers*
LIKOKOANE, *King's Nephew.*
SEATYIKA, *King's Secretary.*

Witnesses:
(Signed) F. COILLARD, *V.D.M.*
A. JALLA, *V.D.M.*

We, the Undersigned, do hereby certify that this document has been faithfully translated and fully explained to the King of the Barotse, his Councillors, the Chiefs, the Headmen, and the Public Assembly of the Nation.

(Signed) F. COILLARD } *Of Paris Evangelical Mission*
A. JALLA } *Society.*

Lealuyi, June 27, 1890.

Receipt.

Received from Mr. F. Elliot Lochner, British South Africa Company, the sum of 200*l.*, being the annual charge on the concession in my country known as Ware's Concession, and after this I agree to the discontinuance of the above payment.

(Signed) LEWANIKA.

Witness:
(Signed) A. JALLA, *V.D.M.*
Lealui, Barotse Country, June 24, 1890.

MISCELLANEOUS AGREEMENTS.

Miscellaneous Agreements.

No. 1.

Agreement with Jumbe, dated September 22, 1889.

Agreement between Jumbe, of Kota Kota, Sultan of Marimba, and Henry Hamilton Johnston, Esq., Her Majesty's Consul, for and on behalf of the African Lakes Company (Limited).

I, THE Undersigned, Henry Hamilton Johnston, acting on behalf of the African Lakes Company, do hereby promise that, subject to the following conditions, the said African Lakes Company shall pay the said Jumbe, of Kota Kota, a sum of 750 rupees quarterly, making a total of 3,000 rupees annually. This payment or subsidy to commence from the 1st October, 1889, and to be due in first payment on the 31st December, 1889, and to be made either in specie or in trade goods as may best suit the convenience of the said African Lakes Company, the value of the trade goods supplied in lieu of specie being that of the current prices in the store at Mandala, and the cost of the carriage of the said trade goods to the town or harbour of Kota Kota being borne by the African Lakes Company.

These are the conditions under which the said payment of 750 rupees quarterly will be made:—

1. Jumbe, of Kota Kota, will faithfully abide by the conditions of any Treaty or Treaties he may have made or may in future make with Her Majesty the Queen of Great Britain and Ireland.

2. All taxes, dues, presents, or customs duties whatsoever which the said Jumbe might desire to levy on British subjects trading within his territories are forthwith to be remitted and abolished, the said quarterly payments being considered to stand in lieu of such taxes, dues, presents, or customs duties.

Done at Kota Kota, in the country of Marimba, west coast of Nyassa, this 22nd day of September, 1889.

(Signed) JUMBE, *Sultan of Marimba.*
H. H. JOHNSTON, *Her Majesty's Consul.*

Witnesses to signatures:
(Signed) MWINYI MKUW.
BWANA ALI.
CHAUNCY MAPLES, *Archdeacon of Nyassa,*
Universities' Mission, Central Africa.

We, the Undersigned, do swear that the terms of the foregoing Agreement have been faithfully translated by us to the said Jumbe, of Kota Kota, in the Kiswahili tongue.

(Signed) KIONGWE.
SALEH.

Witness to signatures:
(Signed) H. H. JOHNSTON, *Her Majesty's Consul.*

No. 2.

Treaty of Peace made at Karonga's, dated October 22, 1889.

Treaty of Peace, made at Karonga's, north-west coast of Nyassa, in the Wankonde country, this 22nd day of October, in the year 1889, between Henry Hamilton Johnson, Esq., Her Majesty's Consul, &c., for and on behalf of the African Lakes Company (Limited), on the one part, and the undersigned Mwinyi Mlozi Kopakopa, Msalemu-bin-'Ali, and Bwana 'Omari, for the Arabs of North-west Nyassaland, on the other part.

WE, the Undersigned, do hereby agree that there shall be peace between the African Lakes Company and their native allies, and the Arabs of North-west Nyassaland (Usenga, Unkonde, and the west shores of Nyassa) and their adherents and native allies, on the following conditions :—

1. That both parties waive all claims for compensation or restoration in regard to persons or property lost during the late war.

2. That the undersigned Arab Chiefs engage, on behalf of themselves and their adherents and native allies, that they will not attack or molest any persons belonging to native tribes which are under British protection or in alliance with the African Lakes Company, or any British subjects, or any Europeans or foreign immigrants who may be under British protection.

3. That the African Lakes Company, subject to the foregoing clause, agrees to hold itself responsible in the future for the consequences of any unprovoked breach of the peace on the part of its employés or native allies with regard to the undersigned Arab Chiefs and their adherents or allies.

4. That the Wankonde and Ngana people, who were expelled from their villages during the late war, shall be permitted to return and reoccupy the old sites, and after their return the undersigned Arabs and their allies shall cease to pillage the food supplies in the plantations or villages belonging to the said Wankonde or Ngana people.

5. That neither the undersigned Arabs, nor their adherents nor their allies, shall build any more towns or villages north of the River Rukuru (which enters the lake near Karonga's).

6. That the undersigned Arabs, their adherents and allies, shall build no more towns or villages nearer than 3 English miles to the English road to Tanganyika, and that of the two existing towns of Msalemu-bin-'Ali and Kopakopa, which at present infringe this regulation, one shall be removed to a distance from the road within twelve months from the date of this Treaty.

7. That all future disputes between the African Lakes Company, their employés or native allies, and the undersigned Arabs and their allies, as to the interpretation or carrying out of this Treaty, or as to any other matter, shall be referred to a duly authorized Representative of Her Majesty the Queen of Great Britain and Ireland, &c., whose decision in the matter shall be binding and final.

Done at Karonga's, this 22nd day of October, 1889.

(Signed) MLOZI.
KOPAKOPA.
MSALEMU-BIN-'ALI.
BWANA 'OMARI.
H. H. JOHNSTON, *Her Majesty's Consul.*

Signed in the presence of—

(Signed) MWINYI WAZIRI KWA JUMBE, *Sultan wa Marimba.*
L. MONTEITH FOTHERINGHAM, *Agent, African Lakes Company, Karonga's.*
JOHN L. NICOLL.
JOHN KYDD.
D. KERR CROSS.

We, the Undersigned, do swear that we have truly and honestly interpreted the terms of the foregoing Agreement to the Contracting Parties in the Kiswahili language, and that they have been furnished with a written translation of this Treaty in the Kiswahili tongue, transcribed in the Arabic character.

(Signed) SALEH.
MWINYI WAZIRI.
H. H. JOHNSTON, *Her Majesty's Consul.*

Witness to signatures :

(Signed) JOHN L. NICOLL.

WIESE CONCESSIONS.

15,000,000 Square Acres of Land.

Concessions granted to M. Carl Wiese of Territorial, Mining, and other Rights in Maravia, or Western Nyassaland, Central Africa.

(Granted verbally in 1885-86.—Ratified by Written Contracts in 1890-91.)

THE territorial Concessions are thirteen in number, and have been obtained from the responsible and paramount native Chiefs of the country, lying generally to the north-west of Tete, on the northern bank of the Zambesi River. The Concessions cover an area estimated at about 25,000 square miles. The approximate British and Portuguese division of spheres in this area are as follows:—

	Sq. miles.
In British sphere of influence	About 17,000
In Portuguese sphere of influence	„ 8,000

In addition to the native Concessions, there has been granted to M. Wiese five discoverer's mining rights or manifests, under protection of the Portuguese Royal Decree of the 6th December, 1888, and under 4th Article of Declaration, between the Governments of Portugal and Germany, approved of by Royal Decree and by law, 30th December, 1886. See "Diario do Governo," No. 159, of 1887.

The native Concessions of Unde's and Chigaga Pire include the territory in which the above discoverer's rights are situated, and in this case, the concessionnaire holds his right both from the native Chief and from the Portuguese Government.

In the case of Jumba and Said Nyendua's Concessions special mention is made of the sole right to trade in ivory, and in india-rubber, and collection in the forests of the Loangwa. In the case of Chirupe M'grue, mention is made of sole hunting rights.

(Signed) CARL WIESE.
(By his Attorney, Louis Patrick Bowler.)

1892.

M'Pesene, Paramount Chief of the Angoni (Zulus), and Sovereign Ruler over Maravia and Western Nyassaland.

(British Sphere.)

On the 14th day of the month of April, 1891, at my residence of Chimpinga, where I was present with my Chief Indunas, by name Chapita, Ncua Cassambo Moropa Yery Manota Ngomma Matica Hala Ngombera Beua Lundo Muanza, there appeared the following individuals who are at present in these territories: Charles Wiese, Augusto de Fonseca de Mesquita e Solla, Mauricio Teixeira de Mattos, Pedro de Joux, Francisco de Souza, commonly known as the "Chambuquira," Agostinho Coelho Tarquinio Tembo, at the request of the said Carlos Wiese, because I, having four years ago, at the beginning of the first rains (that is, on the 15th November), and in the presence of the above-mentioned Indunas, granted a Concession for the period of ninety-nine years, counting from that date, to enjoy certain rights in a portion of the territories over which I have sovereign rule, with a condition of payment every year to me or my heirs in default. I had no one, however, on that occasion, who could write out the terms of this Concession, and on that account, the said Carlos Wiese came to me now according to his desire, that I might order it to be rendered into writing, according to the terms on which I granted it to him at the time, and he presented it to me, Auguste de Fonseca de Mesquita e Solla, already mentioned above, and whom I know, who at my request is now going to write out and sign the terms of the Concession, which were, and continue to be, of the following terms.

M'Pesene Jery, in his capacity of absolute and independent Sovereign, conceded to Carlos Wiese, merchant, coming from Tete, and established here, in consideration of a rental during the period of ninety-nine years, counting from the date already mentioned, with the right of selling, transferring, or in any other manner disposing of the same to a Company, or individuals, or others, the exclusive and absolute right to all the minerals in one part of his country, bounded on the north the Marsh Caroze Mountains of Chinunda, Mountain Matico, River Sandire, from its source, to where it receives the Lutembriés, and the mountains met with between that point and the confluence of the River Cassanengue with the Lupandi affluent of the River Grande Aroangoa; on the west by the course of the River Lupandi, as far as the confluence of the Mangazi by the same as far as its source. The middle of the mountain range Bangombe, by the columns which extend from it as far as the Mountain Pangue. On the south by the slopes of the said mountain range as far as their intersection with the River Nsazo by the said river as far as its confluence with the Capoche by the Capoche, far as its confluence with the Ruiuu; and on the east by the said River Ruiuu, as far as the indicated points as far as its sources near the Mountain Pangue, afterwards by the course of the River Metete, as far as its entry into the Bua, by the course of the river from said point to where it receives the Lussa, by the course of this river to the point where it receives the water of the already mentioned marsh Caroze—territories which he enjoys without the slightest contestation or having in his possession been impugned for more than the twenty years. The exclusive right to search for and mine and dispose to his own profit of the gold, silver, copper, coal, aluminium, diamonds, rubies, and, finally, of all the precious stones and other minerals; and exclusive right of felling timber, right of employing in any way the waters for mining purposes; the exclusive right of constructing houses, establishing townships, constructing railways, telegraphs, and executing public works, and of navigating in any kind of vessel the rivers which may be navigable; and, finally, the right of cultivation and pasturing, with the condition that he reserved for himself as King the rights of sovereignty over his people, and that to himself, as well as to all his subjects, should be guaranteed the portion of territory, waters, and timber necessary for their cultivation, and other wages, with the obligation on the part of the said Carlos Wiese to pay him or to his heirs, in case of his decease, the annual fixed rental of 200*l.*, in assorted goods, or in money, at the option of him, M'Pesene Jery, and 1 per cent. of his annual profits from the period of his beginning to work them.

M'Pesene Jery reserves for himself, as his kingly right, the privilege of receiving the lower tusks of all elephants killed on his lands.

M'Pesene Jery further declares, at the request of the said Carlos Wiese, that the latter has made him annual payments since the above referred to date, which recognizes as being equivalent to that mentioned in the Contract.

M'Pesene Jery finally declares that he hereby ratifies by this form the Contract made verbally with Carlos Wiese at the period aforesaid, and that he is ready always to sustain it before any persons who dare to impugn it.

And Carlos Wiese declares also to-day by this document, that he binds himself in the same way as he had at that time bound himself verbally to fulfil the part attaching to him by this Contract. In faith of which, for all time and all purposes that might be convenient to me, M'Pesene Jery, to the said Carlos Wiese. I requested Francisco de Souza, commonly known as the "Chambuquira," a man of my confidence, to serve as interpreter in the drawing up of these clauses, rendering them into the Portuguese language, known to all those who might have some doubt as to the language of Tete, in which they were first of all drawn up for the knowledge of the Indunas who were present, and to Auguste de Fonseca de Mesquita e Solla, known as "Chomari" (?). I made the request to write these presents out in the Portuguese language, and at my request to sign same, there being witnesses of all the individuals mentioned in the beginning who do not sign, as they do not know how to read.

Done at Chimpinga, a township situated approximately, latitude 13° 35′ and 33° 5′ longitude of Greenwich, on the date above mentioned, of the 14th April, 1891, at the request of M'Pesene Jery.

(Signed) AUGUSTE DE FONSECA DE MESQUITA E SOLLA.

I bind myself to the terms attaching to me in above Contract.

(Signed) CARLOS WIESE.
MAURICIO TEIXEIRA DE MATTOS.
PETER DE JOUX, *English Hunter, of Tete.*

Chigaga Pire, Chief of Maravia (on Map "Chaquanenquera").

(Portuguese Sphere.)

On the 12th day of the month of May, of the year 1891, in the village or town of Canhanbire, on the right bank of the Zambesi, and Division or Province of Danje, and at the dwelling-house of a Portuguese subject, Joaquim Augusto do Rege, where I, Chigaga Pire, Sovereign Chief of Maravia, of Tete, came with my Chieftains, named Chinhonga Nvulla, Mecanira Nvulla, and others, for the purpose of complimenting the expedition which is returning from the lands of M'Pesene, composed of Charles Wiese and of Augusto de Fonseca de Mesquita e Solla, and many others, and there I was asked by the said Carlos Wiese to renew and to put into writing a Contract which I made with him four years ago verbally, and in the presence of my Chiefs and relations, and as I do not know how to write, I asked Augusto de Fonseca de Mesquita e Solla, who is my friend, to write out and to sign the clauses of the said Contract; and I asked Francisco de Souza, commonly known as "Chambuquira," to act as interpreter, to speak Portuguese, notwithstanding that all know the language of Tete, and both having acceded to this request, the clauses of the old Contract are now confirmed, to which I am now going to add one more; they are formulated and established in the following manner:—

Chigaga Pire, absolute Chief by right of inheritance of the lands of Maravia, which compose the Kingdom of Chaquaniquira, and which are limited on the south by the River Zambesi; on the west by the River Booze, and mountain range of Mezeze; on the north the Serra, or Mountain M'Fingue, and the River Nhimbe as far as its confluence with the Capoche, following this latter as far as its entrance into the River Ruiuu; and on the east, the said Ruiuu as far as its confluence with the Zambesi. We conceded four years ago, at the time of the harvest of the Mapira, that is to say, the beginning of May, to Carlos Wiese, for the period of ninety-nine years, counting

from that date, the enjoyment of certain rights in these territories over which I rule as Sovereign, with the condition of an annual payment, with power of selling, transferring, or in any other manner disposing of those rights, in favour of Companies or individuals, or others, and they will hold the exclusive right of searching for minerals, and disposing for their own benefit of gold, silver, copper, coal, aluminium, diamonds, rubies, and, finally, of all the precious stones and other minerals, the exclusive right of felling timber, the right of utilizing in any form whatever the waters for mining purposes; and the exclusive right of construction of railways, telegraphs, and executing public works, and also the right of navigation in any kind of vessels, the rivers, or the portions of them which are navigable; and, finally, the right of cultivation and depasturing, with the condition or exception which he reserves for himself as King, the sovereign rights over his people, and then to him as well as to all his people shall be guaranteed the portion of land, water, and timber necessary for their cultivation or other usages, with the obligation on the part of the said Carlos Wiese to pay to him or to his heirs in default of him the fixed annual rental of 200*l.*, in goods or in money, at the option of him, Chigaga Pire, another 100*l.* for each mine of gold, silver, or precious stones which Carlos Wiese may discover by indications furnished by him, Chigaga Pire, and 1 per cent. of his annual profits from the period of his working those industries.

Chigaga Pire reserved and continues to reserve for himself, by virtue of his kingly right, the right of receiving the lower tusk of all elephants killed in his territories.

Chigaga Pire agreed at the time when the Contract was verbally made with Carlos Wiese, that the latter should pay him the first annual sum on the occasion when the mining works should be inaugurated; he now adds that the first payment shall not be delayed beyond the 1st November of this next year of 1893, and in case of default and time that he shall consider this Contract as rescinded, being then free to contract with other parties.

Chigaga Pire finally declares that he hereby ratifies his former Contract made four years ago, verbally, with Carlos Wiese, and will be ready at all times to sustain it before any person who may dare to impugn it.

And Carlos Wiese also declares, to-day, by this Agreement, that he obliges himself, in the same way as he verbally bound himself at that time, to fulfil the part which in this Contract attaches to him.

In witness whereof, for all time and purposes for which to me, Chigaga Pire, King of Maravia de Tete, and to the aforesaid Carlos Wiese, it may be convenient, and further to accede to his wishes that this Contract should be in writing, I requested (as already mentioned) Augusto de Fonseca de Mesquita e Solla to write it, after having asked Francisco de Souza, commonly known as "Chambuquira," to interpret it, of all of which there witnesses present among many others, Mauricio Teixeira de Mattos, Dutch merchant, travelling, Joaquim Augusto de Rege, Portuguese merchant, resident at the said village or township of Canhambire, who sign; and Antonio Perpetuo de Vanoncellos, commonly known as "Chitopi," Diogo de Abrem Tarquinio Tembo, Portuguese subject, travelling, and Chinhonga Nvulla, Mecanira Nvulla, Chipondaminga N'grue, my subjects, who do not sign, not knowing how to write; and the aforesaid Augusto de Fonseca de Mesquita e Solla wrote it and signed it at my request and at the request of the interpreter, Francisco de Souza, who also does not know how to write; and with him, in faith of the Contract having been accepted by both parties, he signs with the declaration that it was so done in the form above described, the contracting party, Carlos Wiese, at the request of the King, Chigaga Pire, and of the interpreter, Francisco de Souza, Augusto de Fonsecca de Mesquita e Solla, I bind myself by this Contract in the terms aforementioned.

(Signed) CARLOS WIESE.
MAURICIO TEIXEIRA DE MATTOS.
JOAQUIM AUGUSTO DE REGE

Unde, Paramount Chief of the Northern Maravi Nation.

(Half Portuguese, half British.)

I, Unde, independent paramount Chief of the Northern Maravi nation, absolute proprietor of the country bounded on the north by territory of the Chief Mokanda, viz., a line composed of the Pangue Mountains, following the River Camsungewunse, the River Mtetes, River Canyanga, River Mlawe, River Wubue, unto its confluence with the River Ruiuu, and the said until its confluence with the River Lueia; bounded on the east by the limits of the Chief Caléló, viz., in right line from the source of the said Lueia to the Zabanyama Mountains, following them up to Mount Zombwe; bounded on the south by the River Cheletse, until its confluence with the Ruiuu, following the said river and its confluent Capoche unto its confluence with the Nymbe, following it unto its springs, and then the south side of the M'fingue Mountains; bounded on the west by the River Lutchezia, confluent of the Loangwa, Changauninquera, following the Loangwa up to its sources, the Domue Domue Hills, Mangonza Mountains, and in right line to the Pinducca and Chepire Castilho Mountains, the north side of the Chembwe and Pule Mountains, and from there in right line to the Pangue Mountains, this 5th day of November, 1890, before, and in the presence of, Messrs. M. Teixeira de Mattos, Peter de Joux, Diogo d'Abren, and in presence of my relations, Chaquanera Pire (my heir), Cambuze Pire, Cabula Pire, Canamandire Pire, Chigaga Pire, and my "Monamambos" (Headmen), M'tipa Banda, Chapota Quenda, Camchenche Tewqua, Camnongona Muale, Cangamyama Muale, Chicungua Ngrue, M'cumba Banda, Calulu Banda, Calambana Banda, N'cato Banda, Chipangu Pire, Campaho Urungu, Salana Banda, and Chidinde Banda, and with the consent of the same, being here assembled at my Kraal Baase, do hereby cede a Concession of certain rights, as detailed below, to Charles Wiese, merchant, from Tete, for a period of ninety-nine years, dating from the date of this Agreement, with the right to sell, transfer, or otherwise dispose of to Companies or individuals, or others. The sole and absolute right to all the minerals in the country and countries I hold jurisdiction over; the sole right to dig, prospect for, and mine for gold, copper, silver, diamonds, and whatever precious stones or metal, coal, and other minerals. The sole right to cut timber; water rights for mining purposes; right to erect machinery, build houses, establish townships; the sole trading right over the countries I am Chief over; the sole right to build railways, telegraphs, and carry out public works; agricultural and grazing rights.

In payment for the above-mentioned rights, Charles Wiese agrees to pay to me, or my heirs or successors, a yearly rental of 200*l.*, to be paid to me either in cash or goods, at my option, in the beginning of every rain-time; the first payment to be made, in any case, within the twelve months following the date of this Agreement. The said Charles Wiese agrees, too, on his part, that there shall be no interference with the present kraals of my people, their gardens or cattle pastures, and that my sovereign rights over the country shall not be interfered with. Charles Wiese agrees, too, to pay me 1 per cent. out of the net profit he will get by mining.

I agree, on my part, to accept, on the advice of the said Charles Wiese, whatever Power or Government which exerts an influence, or proclaims a Protectorate, over my country, and to render every assistance to such Government, for the maintenance of order and good government of my people, if ever this Government will give me assistance in any just questions I would have with other neighbours, and especially Angoni's Chiefs, and with any rebellions of my Headmen.

The whole of the country within the area described in the beginning of this document is governed and held by me, and I am sole proprietor of it by inheritance, and the aforesaid Concession is for this whole country. In granting this Concession, the said Charles Wiese engages to use his influence over the Angoni Chief, M'Pesene, as much as possible, to prevent my being attacked by his warriors, the same as he has done in favour of my relation, Changauinnquera, and the said Charles Wiese agrees that the custom of my country, viz., that every elephant shot I am entitled to one of its tusks, shall be maintained.

The foregoing has all been interpreted and explained to me by Francisco de Souza, *vulgo*, Chambuquera, chosen by myself to interpret, and that I, and my relations and Headmen, agree to same.

This done and agreed upon at my Kraal Baase, before my foretold and here assembled relations and Headmen, this 5th day of November, 1890, and in truth of

which I will sign, as well as my relations and Headmen, for not knowing writing, with a cross, in the presence of the undersigned witnesses.

(Signed) UNDE PIRE, *Chief of the Northern Maravis.*
CHAQUANERA PIRE, *Future Successor of Unde.*
CAMBUZE PIRE.
CABULA PIRE.
CANAMANDERE PIRE.
CHISSACCA PIRE.
CHIPANGU PIRE.

Headmen—
MTEPA BANDA.
CHAPOTA QUENDA.
CAMCHENCHE TEWQUA.
CAMNONGONA MUALE.
CANGAMYAMA MUALE.
CHICUNGUA N'GRUE.
MCUMBA BANDA.
CALULU BANDA.
CALAMBANA BANDA.
NCATO BANDA.
CAMPOHO URUNGU.
ZALANA BANDA.
CHIDINDE BANDA.

Witnesses :
(Signed) M. TEIXEIRA DE MATTOS,
Dutch Merchant, from Tete.
PETER T. DE JOUX,
English Hunter, from Tete.
DIOGO D'ABREN,
Portuguese Hunter, from Tete.
CARL WIESE.
Obliger for above-mentioned Conditions.

Nyachifanghu Wula, Chieftainess of the Senga Tribe (adjoining Unde's Territory).

(British Sphere.)

I, Nyachifanghu Wula, independent Chieftainess of the Senga tribe, owning the country bounded on the north by the Senga Chief Satcherima's country, bounded by the Singozi River from its sources unto its confluence with the Mucansarra River, and by the Mawandua River, confluent of the Lussengazi River, from its sources unto its confluence; on the east by the Maravi Chief Unde's territory, limited by the Pule Hills, and a mountain range running from the Pangue Mountains to the north, and by the Senga Chief Cangarra's territory, limited by the Lussandue River, and Tongora, confluent of the Lussengazi; on the south and west by the Zansarra River, unto its confluence with the Singozi River :

Do hereby, as absolute proprietor of the described territory, and sole surviving member of my family, cede a Concession of certain rights, as detailed below, to Charles Wiese, merchant, from Tete, for a period of ninety-nine years, dating from the date of this Agreement, with the right to sell, transfer, or otherwise dispose of, to Companies or individuals, or others :

The sole right to all minerals in the country and countries I hold jurisdiction over; the sole right to dig, prospect for, and mine for gold, copper, silver, diamonds, rubies, coal, and all precious stones, and other minerals :

The sole rights to cut timber; water rights for mining purposes; right to erect machinery, build houses, establish towns; trading rights over the country I am Chieftainess over; the right to erect trading stores; the sole right to build railways, telegraphs, and carry out public works; agricultural and grazing rights.

In payment for the above-mentioned rights, the said Charles Wiese agrees to pay me, or my heirs or successors, a yearly rental of 100*l.*, to be paid to me either in cash or goods at my option, the first payment to be made within twelve months following

the date of this Agreement, or from the date of mining operations, and 1 per c ent. ou of the net profit of mining.

The said Charles Wiese agrees, on his part, that there shall be no interference with the present kraals of my people, their gardens or cattle pastures, and that my sovereign rights shall not be interfered with.

I, on my part, agree to accept, on the advice of the said Charles Wiese, whatever Power or Government which exerts an influence, or proclaims a Protectorate, over my country, and to render every assistance to such Government for the maintenance of good order and good government of my people.

This done and agreed upon at my kraal, before and with the consent of my here assembled Headmen, this 17th day of January, 1891, in the presence of the undersigned witnesses, and in truth of which I, as well as my Headmen, will sign this Agreement with a cross, for not knowing writing.

Signature of Chieftainess NYACHIFANGHU WULA.

Signatures of Headmen—

TUTUMULA WULA.
CHIPEMBERA WULA.
CAWEMBE WULA.
CHIRANDU WULA.
CAPAMBA WULA.

Witnesses:

(Signed) FRANCISCO JOSÉ CACHECO, *Negociante de Zumbo.*

AUGUSTO DE FONSECA DE MESQUITA E SOLLA, *Lieutenant of the Portuguese Army.*

PETER DE JOUX, *English Hunter, from Tete.*

Satcherima Miti, Independent Chief of the Senga Tribe.

(British Sphere.)

I, Satcherima Miti, independent Chief of the Senga tribe, owning the country bounded on the north by the Senga Chief Lundo's territory, and limited by the Musungwe River and Inhammba Mountains; on the west by the Senga Chief Mesendje's territory, limited by the Singozi River, confluent of the Murgansarra, confluent of the Loangwa; on the south by the (Chicamba Mountains) until its confluence with the Lussengazi River; on the east by the Chitenda Creek, confluent of the Mulira, confluent of the Lussengazi River; and on the north yet by the Chimcombe River, confluent of the Mcuzi River, this 16th day of January, 1891, before, and in the presence of, and with the consent of, my relations and Headmen here assembled at my kraal on the river:

Do hereby, as absolute proprietor of the described territory, cede a Concession of certain rights as described below, to Charles Wiese, merchant from Tete, for a period of ninety-nine years, dating from the date of this Agreement, with the right to sell, transfer, or otherwise dispose of to Companies, or individuals, or others:

The sole right to all the minerals in the country and countries I hold jurisdiction over, the sole right to dig, prospect for, and mine for gold, copper, silver, diamonds, rubies, coal, and all precious stones and other minerals:

The sole right to cut timber, water rights for mining purposes, right to erect machinery, build houses, establish towns, trading rights over the country I am Chief over, the right to erect trading stores, the sole right to build railways, telegraphs, and carry out public works, agricultural and grazing rights.

In payment for the above-mentioned rights, the said Charles Wiese agrees to pay to me or my heirs, or successors, a yearly rental of 50*l.*, to be paid to me either in cash or goods, at my option, the first payment to be made within the twelve months following the date of this Agreement, or from the date of commencing mining operations.

The said Charles Wiese agrees on his part that there shall be no interference with

the present kraals of my people, their gardens, or cattle pastures, and that my sovereign right shall not be interfered with.

I, on my part, agree to accept, on the advice of the said Charles Wiese, whatever Power or Government, which exerts an influence, or proclaims a Protectorate over my country, and to render assistance to such Government for the maintenance of order and good government of my people.

This done and agreed upon at my kraal, before and with the consent of my here assembled relations and Headmen, this 16th day of January, 1891, in the presence of the undersigned witnesses, and in truth of which I, as well as my relations and Headmen, wlil sign this Agreement with a cross for not knowing writing.

Signature of Chief SATCHERIMA MITI.

Signatures of Relations and Headmen—

CARUNGUTI MITI.
CATCHUEIRE N'GOMA.
PACCA MITI.
MUANDZA MITI.

Witnesses:

(Signed) FRANCISCO JOSÉ PACHECO, *Negociante de Zumbo.*

AUGUSTO DE FONSECA DE MESQUITA E SOLLA, *Lieutenant of the Portuguese Army.*

PETER DE JOUX, *English Hunter, from Tete.*

Chirupe N'grue, Chief of the Senga Tribe.

(British Sphere.)

I, Chirupe N'grue, independent Chief of the Senga tribe, owning the country bounded on the north by the Senga Chief Lundos country, and limited by the Nacarra and Capiata Mountains, and by the Wambo-n'gonia Chief Chissenga's country, limited by the Sonombola River, confluent of the Tsansarra River, confluent of the Loangwa; on the west by the Wambo-n'gomia Chief Chincimbue's country, limited by the Caruccu Mountains, and the Fiacama confluent of the Loangwa, and by the Senga Chief Massandge's territory, limited by the Camambue River, confluent of the Tigwila, confluent of the Loangwa; on the south by the Carumba River, confluent of the Tsansarra River; on the east by the Tsansarra River bounding the Senga Chief Mesendge's territory, and by the Singozi River:

Do hereby, as absolute proprietor of the described territory, cede a Concession of certain rights as detailed below to Charles Wiese, merchant from Tete, for a period of ninety-nine years, dating from the date of this Agreement, with the right to sell, transfer, or otherwise dispose of, to Companies or individuals or others:

The sole right to all the minerals in the country and countries I hold jurisdiction over, the sole right to dig, prospect for, and mine for gold, copper, silver, diamonds, rubies, coal, and all precious stones and other minerals:

The sole right to cut timber; water rights for mining purposes; right to erect machinery, build houses, establish towns, trading rights over the country I am Chief over; the right to erect trading stores; the sole right to build railways, telegraphs, and carry out public works, agricultural, and grazing rights and hunting rights.

In payment for the above-mentioned rights, the said Charles Wiese agrees to pay to me, or my heirs or successors, a yearly rental of 50*l.*, to be paid to me either in cash or goods, at my option, the first payment to be made within the twelve months following the date of this Agreement, or from the date of commencing mining operations.

The said Charles Wiese agrees on his part that there shall be no interference with the present kraals of my people, their gardens or cattle pastures, and that my sovereign rights shall not be interfered with.

This done and agreed upon at my kraal, before and with the consent of my here assembled Headmen and relations, this 14th day of January, 1891, in the presence of

the undersigned witnesses, and in truth of which I, as well as my relations and Headmen, will sign this Agreement with a cross for not knowing writing.

Signature of Chief CHIRUPE N'GRUE.
Signatures of Relations—
MATUMPE N'GRUE.
MACOCO N'GRUE.
NGOSI N'GRUE.
CEMBA N'GRUE.
Signatures of Headmen—
CASSISSIRI N'GRUE.
CHIMPITA N'GRUE NGOMA.
CAGUDAINE N'GRUE.
CHIMBUE GOMA.
INHACATUA WULA.
CHINQUCQUE GOMA.
CAZICA N'GRUE.

Witnesses:
(Signed) FRANCISCO JOSÉ PACHECO, *Negociante de Zumbo.*
AUGUSTO DE FONSECA DE MESQUITA E SOLLA, *Lieutenant of the Portuguese Army.*

Lundo Nyango, Paramount Chief of the Senga Tribe.

(British Sphere.)

I, Lundo Nyango, Paramount Chief of the Senga tribe, owning the country bounded on the north by the Okunda Chief Marama's country, limited by the Mapandue Plain and the River Fea; on the west by the Wambo-Ngombia Chiefs, Saïd Nyendua's territory, and limited by the Loangwa River, and by the Wambo-N'gonias, Chief Chissenga's territory, limited by the River Lucumbe, confluent of the Muntipuazi River, confluent of the Loangwa; on the east by the Kunda Chief Sandue's territory, and limited by the Sengeva River, confluent of the Meuse River, confluent of the Loangwa, and by the Senga Chief Satcherima's territory, limited by the Musungwe River and Inhamumba Mountains; on the south by the Senga Chief Chirupe's territory, limited by the Nassarra and Capiata Mountains:

Do hereby cede a Concession of certain rights, as detailed below, to Charles Wiese, merchant from Tete, for a period of ninety-nine years, dating from the date of this Agreement, with the right to sell, transfer, or otherwise dispose of to Companies or individuals, or others:

The sole and absolute rights to all the minerals in the country and countries I hold jurisdiction over; the sole right to dig, prospect for, and mine for gold, copper, silver, diamonds, rubies, coal, and all precious stones and other minerals:

The sole right to cut timber; water rights for mining purposes; right to erect machinery, build houses, establish towns, trading rights over the country I am Chief over; the right to erect trading stores; the sole right to build railways, telegraphs, and carry out public works, agricultural and grazing rights.

In payment for the above-mentioned rights, the said Charles Wiese agrees to pay me, or my heirs, or my successors, a yearly rental of 50*l.*, to be paid to me either in cash or goods, at my option, the first payment to be made within the twelve months following the date of this Agreement, or from the date of commencing mining operations.

The said Charles Wiese agrees on his part that there shall be no interference with the present kraals of my people, their gardens or cattle pastures, and that my sovereign rights shall not be interfered with.

The said Charles Wiese agrees, too, that the custom of my country, viz., that every elephant shot I am entitled to one of its tusks, shall be maintained.

This done and agreed upon at my kraal, Chicoa, before and with the consent of my here assembled Headmen and relations, this 9th day of January, 1891, in the

presence of the undersigned witnesses, and in truth of which I, as well as my relations and Headmen, will sign this Agreement with a cross for not knowing writing.

Signature of Chief LUNDO NYANGO.

Signatures of Relations—

MUDIACUMBE NYANGO.
MANGA NYANGO.
MACARE NYANGO.
BURAMANA NYANGO.
CHIMUCARAZI NYANGO.
MUSUMBA NYANGO.
MUCONNA NYANGO.
CICOTOCA NYANGO.
CANJERIJERI NYANGO.
PENIENIE NYANGO.

Signatures of Headmen—

CASSONGO LUNGU.
CHIQUE BUZE.
MUCURAMA MUMBA.
CANDAUMA BAWE.
TAUFIA MUMBA.
MIRONGO MUMBA.
VANPAU BAWE.
MUANA MITI.
AMAPARAZI MANDZA.
CANDIACCA LUNGU.
CICCAMUNGA.
MUARUA WULA.
CHIPOCI MUMBA.

Witnesses:

(Signed) PETER DE JOUX, *English Hunter, from Tete.*
AUGUSTO DE FONSECA DE MESQUITA E SOLLA, *Lieutenant of the Portuguese Army.*
FRANCISCO JOSÉ PACHECO, *Negociante de Zumbo.*

Saïd Nyendua, Paramount Chief of the Wambo-n'gomia Tribe.

(British Sphere.)

I, Saïd Nyendua, Paramount Chief of the Wambo-n'gomia tribe, owning the country bounded on the north by territory of the Chief Muma, limited by the Highland Muchingo; on the east by the Muiza Chiefs' territory named Jumba, and limited by the River Urucatta; on the west by the grass plain Lifunga, and by the River Mcoma, confluent of the Loangwa, on the south respectively; south-west by the Loangwa River, this 5th day of January, 1891, before and in the presence of, and with the consent of, my relations and Headmen here assembled at my kraal, on the Loangwa River, do hereby cede a Concession of certain rights, as detailed below, to Charles Wiese, for a period of ninety-nine years, dating from the date of this Agreement, with the right to sell, transfer, or otherwise dispose of, to Companies, or individuals, or others. The sole and absolute right to all the minerals in the country and countries I hold jurisdiction over, the sole right to dig, prospect for, and mine for gold, copper, silver, diamonds, rubies, coals, and all precious stones and other minerals, the sole right to explore india-rubber, to cut timber, water rights for mining purposes, right to erect machinery, build houses, establish towns, the sole right to trade in ivory and india-rubber, the right to erect trading stores, the sole right to build railways, telegraphs, and carry out public works, agricultural and grazing rights.

In payment for the above-mentioned rights, the said Charles Wiese agrees to pay to me, or my heirs or successors, a yearly rental of 60*l.*, to be paid to me either in cash or goods, at my option, the first payment to be made twelve months after this Agreement, or from the commencement of mining operations. The said Charles Wiese agrees, on his part, that there shall be no interference with the present kraals of my people, their gardens or cattle pastures, and that my sovereign rights over the country shall not be interfered with.

I, on my part, agree to accept, on the advice of the said Charles Wiese, whatever Power or Government which exerts an influence or proclaims a Protectorate over my country, and to render every assistance to such Government for the maintenance of order and good government of my people.

This done and agreed upon at my kraal on the Loangwa River, before my assembled relations and Headmen, this 5th day of January, 1891, in the presence of the undersigned witnesses; and I declare yet to repeat to any one what I agreed, and in truth of which I, as well as my relations and Headmen, will sign with a cross, not knowing writing.

Signature of Chief SAÏD NYENDUA.
Signatures of Relations—
CAMPALLA NYENDUA.
LUCANSSA NYENDUA.
MATOPUE NYENDUA.
MANGALLA NYENDUA.
CHOTAH NYENDUA.
Signatures of Headmen—
CAUMA SANJE.
CHAUI TEMBO.
MANANYAUA KANI.
CHISSENGA NGOMA.
ZALANDA NGANGA.
NYERCZA NGONI.
MATACCA NGONI.
CATINDA TEMBO.
MWLAMBA NGOMA.
CHAUIE WULA.

Witnesses:
(Signed) FRANCISCO JOSÉ PACHECO, *Merchant.*
AUGUSTO DE FONSECA DE MESQUITA E SOLLA, *Lieutenant of the Portuguese Army.*
PETER DE JOUX, *English Hunter, from Tete.*

Chipore, known also as "Ngonna," Sovereign of the Wiza Tribes.

(British Sphere.)

On the 13th day of December, of the year of our Lord Jesus Christ 1890, there being assembled the Chief Chipore, known also as Ngonna, together with his family, Ruler of the territories limited on the south by the lands of the Chief Marama, Chicunto, that is to the rivulet Chôa, confluent of the Grande Aroangoa, following the course of that rivulet as far as its source in the Serra (or Mountain) Uemba, then past this Serra as far as the River Matidze, also a confluent of the River Grande Aroangoa, past the lands of the Chief Mecanha, that is to the River Cancuco, confluent of the Sandire, by the confluence of the first named with this one, in a straight line with the north, until meeting the River Cauruze, confluent of the Grande Aroangoa, and following its course as far as the said confluence.

Continuing on the right bank of the Grande Aroangoa, following the River Lui, which rises in the Serra (or Mountain) Muchinga, crossing this Serra and following the rivulet Mussinzira, confluent of the Pamaze, thence following a southern course, the Concessiou is here limited by the territories of King or Chief Jumba, that is the rivulet Chancora, confluent of the Grande Aroangoa; in the presence of, and with the consent of, his relatives bearing the names, Chitonga Ngonna, heir presumptive; Maiba Ngonna, Tcheara Ngonna, Attiza Muére Ngonna, Sambe Ngonna, Chanda Ngonna, Tchinto Ngonna, Ongo Ngonna, Cunda Cassaura Ngonna, Tchanda Canhanta Ngonna, Umba Ngonna, Pande Ngonna, Tchicuze Ngonna, Marama Ngonna, Tizamutuba Ngonna, Bongo Ngonna, and of my Chiefs by name Vinpaca, Ngurua, Caoamba, Buare, Chitara, Mite, Canhanda, Rungo, Angara, Ngurua, Umpinga, Churro, Siracura, Nvulla, Chitare, Cabubi, Caoanze, Mite, Lambue, Muanza, Sinhera, Nama, Moruca, Muanza Muanacambua Nvulla, Funde Churro Chirereze Nzovo, Sirumbue Changatire Zóca, Sirumbue Munhongo Nvulla, in the village where he resides, on the shores of the Lake Chicombo, by the same Chief, it was said, that exercising the rights which were transmitted to him by his forefathers, according to the Kaffir laws recognized here, he professes the

absolute ownership of his lands and of everything they may contain, with the full consent of his relations, Chiefs, and subjects, he gives under rental to Mr. Charles Wiese, by these presents, during the period of ninety-nine years, counting from the date of this document, with the right of selling, transferring, or in any other way of disposing of same to companies, or individuals, or others, the exclusive and absolute right to all the minerals of the country over which he has jurisdiction, the exclusive right of searching for and mining for gold, silver, copper, coal, diamonds, rubies, and finally all precious stones and other minerals, the exclusive right of felling timber, right of using water for mining purposes, right of establishing machinery, constructing houses or dwellings, establishing villages, factories, and the exclusive right of constructing railways, telegraphs, and of executing or carrying out public works, and finally the right of cultivating, or depasturing, with the condition that he reserves to himself as King, the sovereign rights over his people, and that to him and to his people the rights are reserved of the possession of the land, waters and timbers, necessary for his cultivations and other purposes, with the condition on the part of the said M. Carlos Wiese, of paying annually to him the King, his heirs in his default, the annual fixed rental of 75*l.*, in assorted goods or in money according to the wish of the King. In faith of which, he requested Auguste de Fonseca de Mesquita e Solla, a lieutenant in the Portuguese army, travelling in my territories, to write this for him, his relations and Chiefs, that they might attach their signatures in the form of a cross, a sign they make use of in consequence of not knowing how to write, there being present as witnesses, Peter de Joux, a British subject, and an elephant hunter; João de Menezes Lobo, an explorer or guide to elephant hunting; Francisco José Pacheco, merchant; the first and third travelling in these territories, and the second actually residing in them, all single, of age, who all sign with the said Auguste de Fonseca de Mesquita e Solla, who wrote same at the above request.

Signs of the cross of—

MAMBO CHIPÔRE NGONNA.
CHITONGA NGONNA.
MAIBA NGONNA.
TCHEARA NGONNA.
ATTIZZA MUERE NGONNA.
SAMBE NGONNA.
SANDO NGONNA
TCHINTO NGONNA.
INGS NGONNA.
CUNDA CASSAURA NGONNA.
TCHANDA CANHANTA NGONNA.
UMBA NGONNA.
PANDO NGONNA.
TCHICUZE NGONNA.
MARAMA NGONNA.
TIZAMUTUBE NGONNA.
BONGO NGONNA.
VINFRACA NGURUA.
CAOAMBA BUARE.
CHITARA MITI.
CANHANDA RUNGO.
ANGARA NGURUA.
UMPINGA CHURRO.
SIRRACCIVA NOULA.
CHITARA CABUBI.
CAOAIIZE MITE.
LAMBUE MUANZA.
SINHERA NAMA.
CHIRUNGUE NAMA.
MORUCA MUANZA.
CHIPANDE NGURUA.
ZOCA MUANZA.
MUANACAMBA NVULLA.
LUNDE CHURRO.
CHIREREZE NZOVO.
CHIRUMBUE CHANGATIRE ZOCA.
SIRUMBUE MUNHONGO NVULLA.

Witnesses:

(Signed) PETER DE JOUX, *English Hunter, from Tete.*
JOÃO DE MENEZES LOBO, *Capitão Mor de Inhapende e Pimbe, Esproador do Caça Elephante.*
FRANCISCO JOSÉ PACHECO, *Negociante.*
AUGUSTO DE SOUZA DE MESQUITA E SOLLA, *Lieutenant in the Portuguese Army.*

Sandue, Paramount Chief of the Kunda Tribe.

(British Sphere.)

I, Sandue, Paramount Chief of the Kunda tribe, owning the country lying approximate between 31° and 32° longitude Greenwich and 13° and 14° latitude. This 20th day of December, 1890, before and in presence of, and with the consent of, my sub-Chiefs and relations here assembled at my Kraal Tembue, do hereby cede a Concession of certain rights, as detailed below, to Charles Wiese, for a period of ninety-nine years, dating from the date of this Agreement, with the right to sell, transfer, or otherwise dispose of, to Companies or individuals, or others. The sole and absolute right to all the minerals in the country and countries I hold jurisdiction over, the sole right to dig, prospect for, and mine for gold, copper, silver, diamonds, rubies, coal, and all precious stones and other minerals, the sole right to cut timber, water rights (for mining purposes), right to erect machinery, build houses, establish towns, the sole trading rights over the countries I am Chief over by inheritance, the right to erect trading stores, the sole right to build railways, telegraphs, and carry out public works, agricultural and grazing rights.

In payment of the above-mentioned rights, the said Charles Wiese agrees to pay to me, or my heirs or successors, a yearly rental of 100*l.*, to be paid to me either in cash or goods, at my option, the first payment to be made the 1st day of March, 1891, or from the commencement of mining operations. The said Charles Wiese agrees on his part that there shall be no interference with the present kraals of my people, the gardens or cattle pastures, and that my sovereign rights over the country shall not be interfered with.

I, on my part, agree to accept on the advice of the said Charles Wiese whatever Power or Government which exerts an influence or proclaims a Protectorate over my country, and to render every assistance to such Government for the maintenance of order and good government of my people.

The boundaries of the Concession I cede to Charles Wiese are as follows:—

Bounded on the north by the territory of the Kunda Chief, Maramma, limited by the River Casutu, confluent of the Lussangaze. Bounded on the north-west and west by the territory of the Conga Chiefs, Lundu and Satcherima, limited by the River Sengwa, confluent of the Meuse and the Inhamumba Mountains. Bounded on the south-west by the territory of the Senga Chief Masandja, limited by the River Mavuanda, confluent of Lussengazi. Bounded on the north-east by the territory of the Shewa Chief Cangarra, limited by the Mountain Nemba, the River Lussandue, and on the north yet by Kunda Chiefs, Tindes territory, limited by the River Cassuma, confluent of Lassandue. The whole of the above country situated within this area is governed by me, and inherited by my forefathers.

The foregoing has all been interpreted and explained to me by Domingo Travessa Faria, merchant from Tete, chosen by me to interpret, and that I and my sub-Chiefs and parents agree to same.

This done and agreed upon at my Kraal Tembue, before my assembled Headmen, this 20th day of December, 1890, in the presence of the undersigned witnesses, and in

truth of which I, as well as my sub-Chiefs and relations, will sign with a cross, not knowing writing.

Signature of Chief SANDUE.

Signatures of my Sub-Chiefs and Relations—
MUANA-MAMBO CACHICOPA, CAPENDA BAWE.
PANQURA BAWE.
CHIREMBA MUANDZA.
MUANAMAMBUE MITI.
CHOMBACOMAND JA BAWE.
CASSAI BAWE.

Witnesses:
(Signed) AUGUSTO DE FONSECA DE MESQUITA E SOLLA, *Lieutenant of the Portuguese Army.*
PETER DE JOUX, *English Hunter, of Tete.*
FRANCISCO JOSÉ PACHECO, *Merchant, from Zumbo.*

Marama, Paramount Chief of the Kunda Nation.

(British Sphere.)

I, Marama, Paramount Chief of the Kunda tribe, owning the country lying approximately within 13° and 14° latitude and 31° and 32° longitude Greenwich, this 24th day of December, 1890, before and in the presence of, and with the consent of, the Headmen of my tribe, here assembled at my kraal, on the Lussengazi River:

Do hereby cede a Concession of certain rights as detailed below to Charles Wiese, merchant from Tete, for a period of ninety-nine years, dating from the date of this Agreement, with the right to sell, transfer, or otherwise dispose of to Companies, or individuals, or others, the sole and absolute right to all the minerals in the country and countries I hold jurisdiction over, the sole right to dig, prospect for, and mine for gold, copper, silver, rubies, coal, and all precious stones and other minerals; the sole right to cut timber, water rights for mining purposes, right to erect machinery, build houses, establish towns, trading rights over the countries I am Chief over, the right to erect trading stores, the sole right to build railways, telegraphs, and carry out public works, agricultural and grazing rights:

In payment for the above-mentioned rights, the said Charles Wiese agrees to pay to me or my hiers or successors a yearly rental of 50*l.*, to be paid to me either in cash or goods at my option, the first payment to be made within the twelve months following the date of this Agreement, or from the date of commencing mining operations.

The said Charles Wiese agrees on his part that there shall be no interference with the present kraals of my people, their gardens, or cattle pastures, and that my sovereign rights over the country shall not be interfered with.

The boundaries of the Concession I cede to Charles Wiese are as follows:—

Bounded on the north by the territory of the Muiza Chief Chepore, limited by the River Chôo, confluente do rio Loangwa; bounded on the east by the territory of the Chief Tinde, and limited by the Uemba Mountains, following the River Chuembe unto its confluence with the Lussandue River, its confluence with the River Cassangazi; bounded on the south by the territory of the Chief Sandue, limited by the River Casutu, confluent of the River Lussengazi; bounded on the west by the territory of the Chief Lundo, limited by the plain Mapandue and the Rivea Fea, confluent of the Loangwa. The whole of the above country situated within this area is governed and held by me, and in my absolute possession.

The said Charles Wiese agrees yet that the custom of my country, viz., that every elephant shot I am entitled to one of its tusks, shall be maintained.

This done and agreed upon at my kraal, before my assembled Headmen, this 24th day of December, 1890, in the presence of the undersigned witnesses, and in truth of

which I, as well as my Headmen, will sign this Agreement with a cross for not knowing writing.

Signature of Chief MARAMA.
Signatures of Headmen—
CHIRUNGU PSOVO.
M'TOTERA MUMBA.
CHIWA MUANDZA.
PANGWA WULA.
INHAMATUTU WASA.
MTAVARA NGRUE.
CANSARECCA CHURU.
CHEPARA CHURU.
CHICOCO CHURU.
KUNDA CHURU.

Witnesses:
(Signed) FRANCISCO JOSÉ PACHECO, *Negociante de Zumbo.*
AUGUSTO DE FONSECA DE MESQUITA E SOLLA, *Lieutenant in the Portuguese Army.*
PETER DE JOUX, *English Hunter, from Tete.*

Jumba, Paramount Chief of Muiza Tribe.

(British Sphere.)

I, Jumba, paramount Chief of the Muiza tribe, owning the country bounded on the north by the Muiza Chief Chepore's country, limited by the River Chancoro, confluent of the Loangwa, following the said river unto its source, and the River Kapamba, confluent of the Loangwa, passing the Muchinga Mountains unto its source; bounded on the north by the River Tuondo, confluent of the Pomazi River; bounded on the south by the Lussuasi River following the said passing the Muchinga Mountains, until near the Urucatta River, confluent of the Loangwa; bounded on the east by the Loangwa. This 2nd day of January, 1891, before and in presence of, and with the consent of, my sub-Chiefs and relations and Headmen here assembled at my kraal on the Loangwa River, do hereby cede a Concession of certain rights as detailed below to Charles Wiese for a period of ninety-nine years, dating from the date of this Agreement, with the rights to sell, transfer, or otherwise dispose of, to Companies, or individuals, or others: The sole and absolute right to all the minerals in the country and countries I hold jurisdiction over, the sole right to dig, prospect for, and mine for gold, copper, silver, diamonds, rubies, coal, and all precious stones and other minerals, the sole right to explore india-rubber, to cut timber, water rights for mining purposes, right to erect machinery, build houses, establish towns, the sole right to trade in ivory and india-rubber, the right to erect trading stores, the sole right to build railways, telegraphs, and carry out public works, agricultural and grazing rights.

In payment for the above-mentioned rights, the said Charles Wiese agrees to pay to me, or my heirs or successors, a yearly rental of 75*l.*, to be paid to me, either in cash or goods, at my option, the first payment to be made twelve months after this Agreement, or from the commencement of mining operations. The said Charles Wiese agrees on his part that there shall be no interference with the present kraals of my people, their gardens, or cattle pastures, and that my sovereign rights over the country shall not be interfered with. I, on my part, agree to accept, on the advice of the said Charles Wiese, whatever Power or Government which exerts an influence or proclaims a Protectorate over my country, and to render any assistance to such Government for the maintenance of order and good government of my people.

This done and agreed upon at my kraal on the Loangwa River, before my assembled sub-Chiefs, relations, and Headmen, this 2nd day of January, 1891, in the presence of the undersigned witnesses. I declare yet to repeat to anyone what I

agree, and in truth of which I, as well as my sub-Chiefs, relations, and Headmen will sign with a cross, not knowing writing.

Signature of Chief JUMBA.

Signatures of Sub-Chiefs and Relations—
MAMBO SUNDA NGONNA.
MANDO NGONNA.

Signatures of Headmen—
NYACUPENGUERA CAZIMU.
CHITAMA LUTUNGO.
LUPUTA CAZIMU.
CAUSE MITI.
UTARI PUMPE.
OSSARI CAZIMU.
MUSSANDA LUNGU.
MUIRI CARUNGO.
MOFAYA AZA.
MARAMBURA NGRUE.

Signatures of Sub-Chiefs and Relations—
CHIORE CARUNGU.
MARANGANGO NAMA.
MUSSEMBA MOLIRO.
MUANJE CARUNGU.

Witnesses:
(Signed) FRANCISCO JOSÉ PACHECO, *Negociante de Zumbo.*
AUGUSTO DE FONSECA DE MESQUITA E SOLLA, *Lieutenant in the Portuguese Army.*
PETER DE JOUX, *English Hunter, from Tete.*

Sopa Muandza (Senga Chief), Tributary of M'pesene's, the Angoni Chief.

(In British Sphere. A small Concession overlapped by the others.)

I, Sopa Muandza, independent Chief of the Senga tribe, owning the country bounded on the north by the Cassuma River, confluent of the Lussandue, and by the Chipire Mountain's chain, limiting the Okunda Chief Meoro territory; on the west by the Lussandue River and the Camana, confluent of the Lussengazi, on the south by the Inhamazi, confluent of the Lupandue and the Chanza, confluent of the Zansarra River; on the east by the foresaid Inhamazi River and Chipire Mountain's chain, this 23rd day of January, 1891, before and in presence of, and with the consent of, my relations and Headmen here assembled at my kraal, near the Cangazi River:

Do hereby, as absolute proprietor of the described territory, cede a Concession of certain rights, as detailed below, to the lieutenant of the Portuguese army, M. Augusto de Fonseca de Mesquita de Solla, for a period of ninety-nine years, dating from the date of this Agreement, with the right to sell, transfer, or otherwise dispose of, to Companies, or individuals, or others:

The sole right to all the minerals in the country and countries I hold jurisdiction over, the sole right to dig, prospect for, and mine for gold, copper, silver, diamonds, rubies, coal, and all precious stones and other minerals:

The sole right to cut timber, water rights for mining purposes, right to erect machinery, build houses, establish towns, trading rights over the country I am Chief over, the right to erect trading stores, the sole right to build railways, telegraphs, and carry out public works, agricultural and grazing rights.

In payment for the above-mentioned rights, the said Augusto de Fonseca de Mesquita de Solla agrees to pay to me, or my heirs or successors, a yearly rental of 50*l.*, to be paid to me either in cash or goods at my option, the first payment to be made within the twelve months following the date of this Agreement, or from the date of commencing mining operations.

The said Augusto de Fonseca de Mesquita de Solla agrees on his part that there shall be no interference with the present kraals of my people, their gardens, or cattle pastures, and that my sovereign rights shall not be interfered with.

This done and agreed with at my kraal, near the Cacangari River, with the consent of my here assembled relations and Headmen, the 23rd day of January, 1891, in the presence of the undersigned witnesses, and in truth of which I, as well as my relations and Headmen, will sign this Agreement with a cross, for not knowing writing.

Signature of Chief SOPA MUANDZA.
Signatures of Relations and Headmen—
NGOZI MUANDZA.
MEQUEME MUANDZA.
MARAZA MUANDZA.
NGOMBE MUANDZA.
NCONDUA MUANDZA.

Witnesses:
(Signed) FRANCISCO JOSÉ PACHECO.
CARL WIESE, *German Merchant, from Tete.*
PETER DE JOUX, *English Hunter, from Tete.*

I agree to fulfil my above-mentioned duties.
(Signed) AUGUSTO DE FONSECA DE MESQUITA E SOLLA, *Lieutenant of the Portuguese Army.*

Statutory Declaration.

I, Carlos Wiese, of Tete, Zambesi, and of Matengorene, Western Nyassaland, Central Africa, at present residing at De Keyser's Hotel, Blackfriars, in the city of London, do solemnly and sincerely declare as follows:—

1. Since the beginning of the year 1885 I have lived at Matengorene, situate a few miles from the kraal of the Chief M'Pesene, of the Angoni nation; I have also established stores and trading stations at the following places: Matengorene, Chirupe, Lusingaza, Chinoco, M'Pesene.

2. I have obtained from the various native Chiefs Concessions covering various tracts of country, particulars of which are set forth in the Schedule hereto, and the said Concessions are now produced and shown to me, and marked as marked in the Schedule.

3. In the month of June last I arrived at Quilimane, on the East Coast of Africa, on my way to Europe, taking with me the said Concessions. I there met Mr. H. H. Johnston, who informed me that it would be necessary for me to have the said Concessions registered at the British Consulate which he was on his way to establish at Zomba, on the Shiré River; I told him I was on my way to Europe and wished to take the Concessions with me, and could not wait until he had established the proposed Consulate. He then told me to make a statutory declaration before Mr. Belcher, the Acting British Consul at Quilimane, setting forth the particulars of the said Concessions, and that he (Johnston) would instruct the said Mr. Belcher to forward the same to Zomba for registration as soon as the Consulate was established there.

4. Accordingly, on or about the 27th June, 1891, I prepared full particulars of the Concessions, and set the same forth in a statutory declaration, which I made before the said Mr. Belcher, and the document now produced and shown to me, marked "O," is the receipt for the fees which I paid him on the occasion of making such declaration, and immediately afterwards left for England.

And I make this solemn declaration, conscientiously believing the same to be true, and under and by virtue of "The Statutory Declaration Act, 1835."

Schedule.

Mark of Exhibit.	Date of Concession.	Name of Chief.	Name of Tribe.
A	November 5, 1890 ..	Unde	Maravi.
B	December 20, „ ..	Sandue	Kunda.
C	„ 24, „ ..	Marama	„
D	„ 30, „ ..	Chipore	Ngona.
E	January 2, 1891 ..	Jumba	Muz.
F	„ 5, „ ..	Saïd Nyendua ..	Wambo-n'gonia.
G	„ 9, „ ..	Lundo Nyango ..	Senga.
H	„ 14, „ ..	Chirupe Ngrue ..	„
I	„ 16, „ ..	Satcherima Miti ..	„
K	„ 17, „ ..	Nyachifanghu Wula ..	„
L	„ 23, „ ..	Sopa Muandza ..	„
M	April 14, „ ..	M'Pesene Jery ..	Angoni.
N	May 12, „ ..	Chigaga Pire ..	Maravi.

Declared at 23, St. Swithin's Lane, in the city of London, this 9th day of December, 1891.

(Signed) CARL WIESE.

Before me:

(Signed) Fred. Sheffield, *a Commissioner to administer Oaths in the Supreme Court of Judicature in England.*

Consulate at Quilimane.

Receipt for Fees.

(Signed) CHARLES WIESE.

Part.	Number.	Service.	Amount.
			£ *s.* *d.*
2	63	Witnessing of signature.	
		Total ..	0 5 0

Received the above fees.

(Signed) R. Belcher,
Her Britannic Majesty's Consul at Quilimane.

June 27, 1891.

This is the exhibit marked "O" to Mr. Carl Wiese's statutory declaration, made before me this 9th day of December, 1891.

(Signed) Fredk. Sheffield,
A Commissioner, &c.

Copies of Letters.

Consul Johnston to M. Wiese.

Ngota Ngota, Jumbe's Town, Lake Nyassa,
January 4, 1890.

Dear Sir,

I received your letter of the 10th December a few days ago on my return from Lake Tanganyika. It gave me much pleasure to learn from my friend Mr. Sharpe of the kind and hospitable reception you had given him at M'pesene's. I take advantage of some of M'pesene's messengers here to endeavour to answer your letter. There is, as you have heard, an important new Company formed in England, to develop the resources of the vast countries stretching between Bechuanaland and Lakes Tanganyika and Nyassa. In this Company the African Lake Company is absorbed. The Company has been granted a Royal Charter from the British Government. I will certainly do all I can to help you to develop your trade in the rich country in which you are established.

As M'pesene is said to be only five days' journey from places on the shore of Nyassa, where our steamers the "Ilala" and "Domira" constantly call, and as all the Chiefs and Arabs on the lake shores are now our friends, and have concluded Treaties with Great Britain, it should surely be easy for you to obtain your mails and stores through the African Lakes Company, and I will speak to the manager on the subject. Mr. Sharpe, however, who is in the service of the Company, will shortly be returning to see you, and you will, no doubt, be able to arrange matters satisfactorily with him.

Believe me, &c.
(Signed) H. H. JOHNSTON,
British Administrator, Nyassaland.

Mr. Sharpe to M. Wiese.

Dear M. Wiese,

Jumbe's, January 4, 1890.

I reached the Cape some two weeks ago; Mr. Johnston called at Karali in the steamer two days ago, and I am now on my way with him to Mandala. Referring to our conversation, I would urge you most strongly to do nothing either in mining or political matters until I can see you. I return here in two weeks in order to go up and see you, and shall be in a position to bring to you proposals which I feel sure you will find greatly to your advantage. Great things have happened in connection with the new Chartered Company, and I urge you to do nothing which can in any way complicate matters until I see you. Plans are so uncertain that I cannot name the date at which I shall leave here to meet you, but probably about three weeks from now, so wait for me. I shall send messengers on before me to tell you I am coming. Delay your journey to the Loangwa till I see you.

In great haste—steamer going.

Yours sincerely,
(Signed) ALFRED SHARPE.

Mr. Moir to M. Wiese.

Dear M. Wiese,

Mandala, February 4, 1890.

I was very glad to hear from Mr. Sharpe that you had gained so good a footing and obtained so great an influence in M'pesene's country, and that you were anxious to work with my Company. I do not doubt that we can work together to our mutual advantage. If you will help Mr. Sharpe to the very utmost of your power, and if you will give our Company the whole benefit of your influence, I shall undertake to assist you as far as we can. Your ivory I should take over on the lake delivered at Kanjemba's or Jumbe's, at the following rates for good sound unbroken tusks; damaged tusks we shall allow for here fairly and squarely:—

	s.	*d.*	
Over 13 lbs. weight	9	0	per lb.
„ 10 „	8	6	„
„ 7 „	7	6	„
„ 4 „	5	6	„
Under 4 „	2	6	„

Against amounts at these prices we shall give you drafts on home, quite lately selling at 5·700 dollars per £ in Quilimane; the exchange is lower now, but I can't give you late figures. I append prices of some of the more important classes of goods delivered on the lake, say, at Jumbe's or Kanjembe's:—

	s.	*d.*	
6 lbs. English calico (full 30 yards)	10	3	per piece.
5½ lbs. Bombay calico (about 27 or 28 yards)	9	6	„
7 lbs. ditto (about 28 yards)	12	2	„
Chituaka beads	2	2	per lb.
Flour, in tins	0	9	„
Brass wire	1	9	„
Sugar	0	10	„
Tea	4	6	„
Prints, blue and red	0	7½	per yard.

Now I shall try to have on the "Domira" a shipment for you of about 60 or 70 loads about the middle of April: say 40 loads of calico, 5 beads, 5 brass wire, 5 loads flour, 1 sugar, 2 sundry provisions, 10 loads of prints, handkerchiefs, &c. Upon Mr. Sharpe writing to the "Domira," Captain Belcher will have authority to give over this "dendo" to whoever you may send for it. As also to take over any ivory you may send down. Please mark them with "Wiese," and number them running numbers, from 1 upwards, and never recommence at 1, but carry forward your numbers. Trusting that a long and prosperous career is thus opening before you, I am, &c.

(Signed) JOHN MOIR,
Joint Manager of the African Lakes Company (Limited) and British South Africa Company.

P.S.—Mr. Sharpe will give you all our news about Portuguese.

J. M.

Mr. Sharpe to M. Wiese.

My dear Wiese, *M'pesene's, March* 29, 1890.

I arrived here yesterday, and am much disappointed to find you are away at Tete. I have very important messages to you, the whole of which I cannot put in writing. I will, however, say all I can by letter. After leaving you in December last I returned to the lake, and there met again Mr. H. H. Johnston on his way back to the coast. I talked to him about yourself, and from Jumbe's we sent up messages to you with letters from Mr. Johnston and from me, telling you that I should return here shortly, and should be able to bring to you very advantageous offers from the new Company. I left the lake twelve days ago with authority from the new Company and others to make various proposals and offers to you, which you would be undoubtedly glad to take. This new Company has received its Charter from the English Crown, and is now practically the owner of this portion of Africa. It is called "The Royal British South African Chartered Company (Limited)," and the whole of Matabeleland and Mashonaland, as well as Nyassaland. It consists of some of the most wealthy men in England, and also has among its Directors some of your own countrymen in South Africa. The capital is some millions of pounds, and their intention is to spend money freely in the endeavour to make a sort of second East India Company in Africa. Before I left Mandala two expeditions had already been sent off to establish new trading stations, one at Tanganyika, the other to the north of Wawemba's country, and others will follow in various directions. I am authorized to offer you 300*l.* a-year to secure your whole interests to the Company. This is a provisional arrangement to secure your co-operation with us at once, and is for a term of three years. It will not interfere with your own business in any way, which you can carry on as busily as ever, but it is to secure your whole heart to us, and this is, of course, a

condition attached to the offer. By this I mean you are to advance the interests of the Company and of our country everywhere wherever you or your men may go, both here at this chief and everywhere else, as opposed to the interests of any other person or country.

I cannot speak more fully by letter. You yourself are the best judge of what suits you best. But I think you have an opening here which may lead on to still better things, if you decide to go over heart and soul to the interests of the Company. Should you decide to take this over, the best thing to do will be to go down to the Cape at once, to Bandawe (viâ Muasis), where you will be able to get down by steamer to Mandala, and there you will be abie to have all arrangements formally concluded. I am authorized to settle these matters with you here, but as I have not met you here, and shall not be likely to return this way, the course I have proposed will be the best. In the meantime this letter will be a definite offer to you, which you are at liberty to accept and conclude at Mandala. The new Company expects, of course, to have the whole of your business to transact. The old African Lakes Company has been taken over by them, but for the present it is being carried on in the old name. Fred. Moir has come out for one year, and John Moir is now on his way home I expect. I inclose you a letter from the latter, giving you prices for ivory and goods. He speaks of my Company, &c., but, as a matter of fact, a new state of affairs is all being now arranged. This price list of Moir's is provisional, and you may be able to arrange alterations with the new Company, but I wished to have something tangible to bring you at once. I am authorized to say to you that the new Company will give you a fair credit, and that if you have an outstanding debit with your present business people, the Company will take this over if not very large. In fact, there is a great opening for you to build up a large trade to the west with the help and credit of the Company if you wish to do so, and are willing to devote yourself wholly to the interests of the Company and of our country, as I have said; unless you are willing to do this, and to commence here at once, this offer is withdrawn.

With regard to minerals, I hope Austin will be here shortly. You will, doubtless, see that if any other country has substantial political interests here, the offer contained in this letter would be almost useless. I think you will understand my meaning. I have brought you four loads of provisions, &c., the proceeds of the two tusks you sent me to Mandala. Their Mandala price was 8*l*. 2*s*., and the cost of the goods was a shilling or two over that. I fear some of the things will be wet. I have given them all to M. de Solla. I hope you are well and having a good journey. Your "femme" has asked me to exchange some powder for ivory, but I have no powder to spare. I have, however, left one 4-lb. barrel. I am on my way to Loangwa River, &c. I am going by-and-by to Garanganza, starting from Mandala in July, going up to Karonga, and thence to Mambwe country (near Tanganyika). There I can obtain good carriers, and I go thence south-west, leaving Lake Moero on the north, and Bangweolo on the south, to Katanga and M'shidi's. I shall return round the south end of Bangweolo to Nyassa, and shall probably be eight or ten months away. I wish you could come with me. I shall now be back to Mandala in about three months from now.

Yours sincerely,
(Signed) ALFRED SHARPE,
Representative of the Imperial British South Africa Company.

P.S.—If you should wish to enter the service of the Company entirely, and to work solely for them (as I have done for the present), I have no doubt you would be able to arrange satisfactory terms with the Directors. You could make no arrangements at Mandala as to this, however, but you would have to write to Mr. H. H. Johnston, British Consul, Mozambique.

A. S.

Mr. Thomson to M. Wiese.

M'pesene, December 26, 1890.

Dear Sir,

I have been very much disappointed at not having met you here, for the double reason that I should have liked to make your acquaintance, but also that we might have talked a little business about the matters that are moving the Zambesi world, viz., "Concessions and Treaties." When I mention to you that at present I represent the Imperial British South Africa Company north of the Zambesi, you will understand

that that conversation might have been useful both to my employers and to yourself. However, as that interview cannot now take place, I write only to express the hope that you will see the importance of putting yourself in communication with the Chartered Company—a Charter, I may mention, that will be extended over the countries north of the Zambesi, as well as over the Matabele country, at the earliest possible date. I shall be glad, of course, to be an intermediary if you write to me at Mandala, or if you think it will be better to communicate at once with the Directors, then address yourself to the Honourable Cecil Rhodes, Kimberley. Mr. Rhodes, I may mention, is the Permanent Chairman of the De Beers Diamond Mining Company, and Director of the Imperial British South African Company in Africa. He is everything in the Company. I shall, of course, have occasion to write to him about you, and, needless to say, your name is already familiar to him. I am afraid I have brought much trouble to your friends here. Certainly, when I tell you that we are going to run away in the middle of the night, you will understand that our impressions of M'pesene are anything but agreeable. Hoping to meet you some other time, I am, &c.

(Signed) JOSEPH THOMSON.

P.S.—I cannot speak in too warm terms of the hospitality and assistance which your friends have extended to me.

J. T.

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CONFIDENTIAL.

(6383.)

MEMORANDUM ON LAND CLAIMS

IN THE

BRITISH CENTRAL AFRICA PROTECTORATE.

[In continuation of Confidential Paper No. 6342.]

[WITH ANNEXES.]

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